THE HONORABLE ROBERT LASNIK

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ED HARTMAN, a sole proprietorship doing business as OLYMPIC MARIMBA RECORDS, ED HARTMAN PERCUSSION STUDIO and THE DRUM EXCHANGE; JANET HODGIN and MICHAEL HODGIN, a partnership doing business as KIDS NORTHWEST; and MICHAEL A. SPAFFORD, a sole proprietorship doing business as "SPIKE" MAFFORD PHOTOGRAPHY, individually and on behalf of a class of Washington residents similarly situated, Plaintiffs, v. COMCAST BUSINESS COMMUNICATIONS, LLC, a Pennsylvania corporation, COMCAST CORPORATION, a Pennsylvania corporation and its subsidiaries and affiliates; MARKETOUCH MEDIA, INC., a Texas corporation, Defendants.	CIVIL ACTION NO. C10-00413 RSL **DEFENDANTS COMCAST BUSINESS COMMUNICATIONS, LLC AND COMCAST CORPORATION'S MOTION TO DISMISS MARKETOUCH MEDIA INC.'S COUNTERCLAIMS** **Noted for: August 19, 2011** **Oral Argument Requested**

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I. INTRODUCTION

Cross-claimants Comcast Business Communications, LLC and Comcast Corporation (collectively, "Comcast") respectfully move this Court to dismiss with prejudice the counterclaims of Marketouch Media, Inc. ("Marketouch"). This case, and in particular the class action ("Class Action") against Comcast and Marketouch, has been pending since February of 2010. Comcast filed its cross-claims against Marketouch as a result of Marketouch's refusal to cooperate in the process of settling the Class Action or to otherwise indemnify Comcast for Marketouch's wrongdoing. Comcast's cross-claims detail how Marketouch breached the relevant contract between it and Comcast by failing to follow relevant state and local law in the provision of its services, refusing to indemnify Comcast and failing to obtain contractually-required insurance, among other things. In response, Marketouch filed counterclaims against Comcast alleging that Comcast breached the relevant contract by providing Marketouch with non-customer numbers and negligent legal advice, and by refusing to indemnify Marketouch. Each of Marketouch's claims fail to state a cause of action as a matter of law for several reasons.

Marketouch's counterclaims are founded on misinterpretations of the parties' contract, called the Master Telemarketing Agreement, dated July 1, 2008, a disregard for Marketouch's own duties under the agreement, and upon alleged common law duties that do not exist. In its first breach of contract cause of action, Marketouch alleges that Comcast breached the agreement by providing it with non-customer numbers, however, the agreement simply did not prohibit Comcast from doing so. In its second breach of contract cause of action, Marketouch alleges that Comcast breached the agreement by providing "negligent legal advice." This argument fails too because no where did the agreement require that Comcast provide *any* legal advice. No cause of action exists for breach of a contract provision when such provision does not exist. In fact, the agreement places the responsibility on Marketouch, not Comcast, to ascertain and comply with all relevant telemarketing laws. In its final two causes of action, Marketouch alleges that Comcast is liable for negligent provision of legal advice and negligent representations regarding

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relevant telemarketing law. Marketouch's "legal advice" negligence claim fails as a matter of law because Comcast cannot be found negligent for performance of a duty that the parties contractually allocated to Marketouch, nor is there a recognized common law duty to provide legal advice. Marketouch's negligent representation claim also fails as a matter of law because the telemarketing manuals provided to Marketouch state in no uncertain terms that Marketouch, who placed the calls, is responsible for knowing state laws and making sure no such state laws are more restrictive than the federal guidelines for telemarketing and/or prerecorded calls. In Washington State, the only type of prerecorded calls allowed by statute are non-sales calls made to customers—a rule that that, had it been followed by Marketouch, would have avoided the underlying Class Action claims in this case.

Marketouch cannot seek to assign blame to Comcast for Marketouch's own failures by creating fictional duties for Comcast that do not exist under the Agreement, and creating non-contractual duties for Comcast that do not exist under common law. Assuming all facts alleged are true, and drawing all reasonable inferences in favor of Marketouch, Marketouch's counterclaims simply fail to state valid claims as a matter of law.

II. BACKGROUND

In 2006, Comcast Cable Communications Management, LLC, an affiliate of Comcast, first contracted with Marketouch for the performance of telemarketing calls and other pre-recorded telephone notifications regarding Comcast services. *See* Exhibit A to Comcast's Crossclaims at 1, Dkt. No. 67-1.[1] The contract was entered into on behalf of all Comcast affiliates. *Id.* at 1. On July 1, 2008, a second such agreement was entered into on behalf of all

1 The 2008 Comcast-Marketouch Master Telemarketing Agreement was attached to Comcast's Answer and Crossclaims (Dkt. No. 67). Marketouch thereafter quoted extensively from the Agreement in its Answer and Counterclaims. *See* Dkt. No. 71 at ¶¶ 3.2-3.14. Accordingly, the Agreement can be considered here without converting this motion into a motion for summary judgment. *Lee v. City of Los Angeles*, 250 F.3d 668, 688 (9th Cir. 2001). This Court may also, pursuant to Fed. Rule of Evid. 201, take judicial notice of "matters of public record," including Court records in this case. *MGIC Indem. Corp. v. Weisman*, 803 F.2d 500, 504 (9th Cir. 1986).

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Comcast entities. *See* Exhibit B to Comcast's Cross-claims ("Agreement"), Dkt. No. 67-2. The Agreement was in place during the time period at issue in this case. Marketouch's Counterclaims ¶ 3.2, Dkt. No. 71.

A. The Comcast-Marketouch Agreement

Under part A of the Agreement, Marketouch was to:

> [h]andle sales calls to current and/or potential customers of [Comcast's] products and services on a nonexclusive basis and to perform other services herein, in accordance with the terms and conditions of [the] Agreement.

Agreement at 1 (Dkt. No. 67-2) (hereinafter referred to as "Sales Calls").

The Agreement also required Marketouch to comply with all applicable federal, state, and local laws and regulations in the commission of the Sales Calls. Specifically, section 4.2 provided that:

> [Marketouch] shall comply with all federal, *state and local laws*, rules and regulations governing its activities, including, but not limited to, all requirements governing telemarketing contained in the Telemarketing Sales Rule (16 C.F.R. Part 310, et seq.) and the Federal Communications Commission's Rules Implementing the Telephone Consumer Protection act of 1991 (47 C.F.R. Part 64.1200, et seq.), or any related statute or rules here (collectively "Laws"). Further, [Marketouch] shall comply with the Company's telemarketing policies and procedures set forth throughout this Agreement, including, but not limited to, the procedures set forth in Exhibit A[2] attached hereto . . . .

Id. § 4.2 (italics and footnote added).

Under section 4.6 of the Agreement, both parties were obligated to indemnify the other for any damages incurred for the others' breach of the Agreement or other negligence, as well as any violations of applicable laws, including laws regulating telemarketing:

> Each party ("Indemnifying Party") will indemnify and hold the other, its parent, affiliates and subsidiaries and their respective partners, directors, officers, agents and employees (the "Indemnified Parties") harmless from and against all claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or causes of action (collectively,

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2 The "Exhibit A" referred to in section 4.2 of the Agreement is a "statement of work" describing the services to be provided. *See id.* at 14-18, Dkt. No. 67-2.

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> "Liabilities") brought against or incurred by any Indemnified Parties for any claims arising out of or in connection with the (i) the Indemnifying Party's breach of this Agreement, or any other Liabilities resulting from the negligence of the Indemnifying Party; or (ii) violations of applicable laws, applicable permits, codes, ordinances or regulations by the Indemnifying Party or any subcontractor, including, but not limited to, all requirements governing telemarketing contained in the Telemarketing Sales Rule (16 C.F.R Part 310, et. seq.) and the Federal Communications Commission's Rules Implementing the Telephone Consumer Protection Act of 1991 (47 C.F.R. Part 64.1200, et. seq.).

Id. § 4.6.

The Agreement also provided that there could be no amendment or modification to the Agreement without a "writing signed by both parties." *Id.* § 13.6. Further, the Agreement provided that any failure of Comcast to enforce any provision, exercise any option, or require any performance would in no way waive any of Comcast's rights under the Agreement. *Id.* § 13.5. Finally, the Agreement contained a choice of law clause stating that "[t]his Agreement shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws' principles." *Id.* § 13.7.

B. Comcast Telemarketing Manuals

In order to assist in the provision of services under the Agreement, Comcast periodically provided Marketouch with its own internal "Telemarketing and Do Not Call Policies and Procedures Manuals." Marketouch's Counterclaim ¶ 3.6; *see also* Exhibit D to Comcast's cross-claims (July 2009 manual) (Dkt. No. 67-4) *and* November 2009 manual (attached to this motion as Exhibit A).[3] The purpose of these manuals was to:

> [C]learly outline how Comcast employees and vendors engaged on Comcast's behalf should handle Do Not Call requests from Comcast customers and non-

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[3] The July 2009 Comcast Telemarketing and Do Not Call Policies and Procedures Manual was attached to Comcast's Answer and Crossclaims (Dkt. No. 67-4). Marketouch, in its Answer and Counterclaims, admitted its receipt of and quoted extensively from the July 2009 manual, and also admitted its receipt of and quoted extensively from the November 2009 manual, which is attached as Exhibit A to this motion. *See* Dkt. No. 71 at ¶¶ 3.2-3.14 (Marketouch's Counterclaims). Accordingly, those documents can be considered here without converting this motion into a motion for summary judgment. *Lee*, 250 F.3d at 688. This Court may also, pursuant to Fed. Rule of Evid. 201, take judicial notice of "matters of public record," including Court records in this case. *MGIC Indem.*, 803 F.2d at 504.

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> customers alike, as well as how to comply with applicable national and state telemarketing laws.

July 2009 manual at 2 (Dkt. No. 67-4); November 2009 manual at 2.

Marketouch alleges that these manuals wrongfully led it to make the calls that Class Action plaintiffs claim violated Washington State laws. Marketouch's Cross-claim ¶¶ 3.8, 3.11. Specifically, Marketouch alleges that Comcast instructed it that prerecorded calls could be made to businesses, while such calls were prohibited by Washington law. *Id.* The manuals, however, repeatedly and emphatically provide that the vendor must follow state laws that are more restrictive than the federal regime. For example, the manuals state as follows:

> - Some states have their own Do Not call Lists, and other regulations which may be more restrictive than the federal rules. These will be covered in the State Section on a state-by-state basis.
> - Failure to comply may result in criminal charges as well as fines of up to thousands of dollars per violation and substantial damages payable to individual consumers. In individual states may also impose fines, separate from federal rules, based on state laws.
> - **[G]iven the current regulatory environment . . . [Comcast] . . . recommends that all telemarketing campaigns follow the more restrictive rules (state or federal) for the location in which the calls will be received . . . .**
> - Note: some states have more restrictive [established business relationship] requirements. Please refer to the specific state information below.
> - Some states' rules are more restrictive than the federal rules.
> - STATE TELEMARKETING LAWS. In addition to the requirements set forth above, Comcast is also subject to the telemarketing laws of the various states. While many of these laws are generally consistent with or less restrictive than the federal laws, many are more restrictive . . . . **Each Comcast location must comply with the most restrictive provision—federal or state—applicable to the activity in question.**

July 2009 manual at 4, 6, 12-14 (capitalization and bold in original); November 2009 manual at 4, 6, 12, 14 (same).

Regarding business-to-business calls, the type of calls at issue in the Class Action, the manuals repeat this same principle of following more restrictive state laws. *See generally* Amended Complaint (Dkt. No. 19):

> **Business-to-Business calls**. As of January 1, 2009, there are no specific federal Do Not Call restrictions on calls made to businesses to sell Comcast business

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> products and services. . . . [however,] *[m]ore restrictive state laws must be followed* . . . .

July 2009 manual at 13 (italics added); *see also* November 2009 manual at 13.

C. Comcast Indemnified Marketouch

Though it was Marketouch's specific duty under Section 4.2 of the Agreement to investigate and ensure that its activities conducted pursuant to the Agreement complied with all federal and state laws, rules and regulations, certain calls made by Marketouch on behalf of Comcast between May 2009 and February 2010 resulted in the filing of a Class Action complaint against both entities. *See* Dkt. No. 19 (Amended Complaint). The Class Action allegations against Comcast and Marketouch were that the pre-recorded telemarketing calls made to businesses were made in contravention of Washington State telemarketing law, including RCW 80.36.400. Dkt. No. 19 ¶¶ 6.1-6.3.

After the complaint was filed against Comcast, Comcast sought Marketouch's indemnification under Section 4.6 of the Agreement. Exhibit E to Cross-claim (Dkt. No. 67-5). Subsequently, Marketouch refused to defend, hold harmless, or indemnify Comcast concerning this action, and instead demanded indemnification from Comcast. Marketouch's Counterclaim at 19-21 (indemnification demand). On or about May 2011 Comcast and Plaintiffs agreed in principle to settlement of all of Plaintiffs' claims against both Comcast and Marketouch. As part of this settlement, Comcast agreed to pay up to $3.8 million into a settlement fund. Dkt. No. 68 (joint status report indicating settlement). Plaintiffs' unopposed motion for preliminary approval of the settlement will be filed with the Court shortly. Marketouch will not be contributing anything to the settlement fund.

III. ARGUMENT

To survive a motion to dismiss, a complaint must contain "more than labels and conclusions" or "a formulaic recitation of the elements of a cause of action." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007). A complaint must proffer "enough facts to state a claim for relief that is plausible on its face." *Twombly*, 550 U.S.

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at 570. Here, the allegations of the complaint fail to state any claims plausible on their face upon which relief may be granted, because as a matter of law, Comcast has not breached the Agreement. Further, Marketouch cannot state a claim based upon Comcast's supposed negligence in fulfilling a duty which was actually assigned by contract to Marketouch. In any event, the duty to provide legal advice under these circumstances does not exist under common law. Marketouch's counterclaims should thus be dismissed with prejudice.

A. As a Matter Of Law, Marketouch Cannot Make a Claim that Comcast Breached the Agreement

Marketouch alleges in its counterclaims that Comcast has breached the Agreement, under three different theories: (1) that Comcast provided non-customer numbers to Marketouch; (2) that Comcast was negligent in performing a purported duty to provide legal advice under the contract; and (3) that Comcast refused to indemnify Marketouch. Marketouch's Cross-claims, Dkt. No. 71 ¶¶ 5.1-7.1. All three of these bases fail because Comcast had no contractual duty to Marketouch under the Agreement to perform as alleged.

1. The Agreement Did Not Require That Marketouch Only Be Provided Comcast Customer Numbers

Marketouch alleges in its counterclaim that the Agreement requires that "Comcast would furnish only the telephone numbers of Comcast's customers to Marketouch." Marketouch's Counterclaims ¶ 3.12. The very next sentence of Marketouch's counterclaim, which quotes the Agreement, reveals the invalidity of Marketouch's argument. *Id.* Section 4.6 of the Agreement, cited in paragraph 3.12 of the counterclaim, states:

> Comcast represents that, *in the event* it provides customer lists to Vendor for telemarketing services under the Agreement, to the best of its knowledge, the persons so listed shall have been at the time the list is provided to Vendor subject to an Existing Business Relationship . . . .

Agreement § 4.6 (Dkt. No. 67-2) (italics added). The plain, unambiguous meaning of this contractual provision is that, "in the event" Comcast were to provide customer lists to

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Marketouch, Comcast would perform its due diligence to ensure that the customers on those lists qualified for the "existing business relationship" exception of the Telephone Consumer Protection Act ("TCPA"). *See* 47 U.S.C. § 227 (allowing for the "established business relationship" exemption from liability for prerecorded calls to residential lines of customers); 47 C.F.R. § 64.1200 (same); *see also Thompson v. T.J. Whipple Const. Co.*, 985 A.2d 221, 229 (Pa. Super. 2009) ("[I]f 'the language appearing in the written agreement is clear and unambiguous, the parties' intent must be discerned solely from the plain meaning of the words used.'"). Marketouch would like to write into the clause the "missing" word "only"—namely, so that Comcast would agree to *only* provide "customer numbers" to Marketouch. But absent that restriction, the Agreement means solely that Comcast would ensure the validity of the customer numbers, in the event it provided any.

In fact, the stated purpose of the Agreement contradicts Marketouch's flawed interpretation. As provided in section A of the Agreement, the purpose of the Agreement was for Comcast to "appoint [Marketouch] to handle sales calls to current and/or potential customers of [Comcast's] products . . . ." Agreement at 1, Dkt. No. 67-2. If Marketouch was to solicit "potential" customers pursuant to the Agreement, *i.e.* current non-customers of Comcast, then Marketouch's interpretation that section 4.6 requires the provision of only customer numbers directly conflicts with the entire purpose of the Agreement. Further, Marketouch's interpretation of section 4.6 of the Agreement is in direct contravention of black-letter contract law. *In re Binenstock's Trust*, 190 A.2d 288 (Pa. 1963) (two provisions of a contract should be read so as not to conflict with each other if it is reasonably possible); *see also Shehadi v. Northeastern Nat. Bank of Pennsylvania*, 378 A.2d 304 (Pa. 1977) (an interpretation will not be given to one part of a contract that will annul another part of it); *Meeting House Lane, Ltd. v. Melso*, 628 A.2d 854 (Pa. Super. Ct. 1993) (same).

Apart from the fact that the Agreement does not support Marketouch's theory of breach of section 4.6, Marketouch's claim for breach should be dismissed because whether or not the calls in question were made to customers was not at issue in the Class Action. Indeed, the

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plaintiffs in the Class Action did not allege any violation of the TCPA for making prerecorded calls to recipients to whom the established business relationship did not apply. Instead, plaintiffs in the Class Action only alleged violation of Washington State law, specifically RCW 80.36.400, which the Class Action plaintiffs claimed prohibited *all* prerecorded telemarketing, whether to customers or non-customers. *See generally* Amended Complaint (Dkt. No. 19); *see also* RCW 80.36.400(2) (prohibiting all calls using an automatic dialing and announcing device). Even if Marketouch alleged that Comcast provided customer numbers that did not fall under the TCPA's established business relationship exemption, that alleged failure has no bearing on the Class Action complaint or any damages to Marketouch thereby. Marketouch simply alleges no facts that would give rise to a violation of section 4.6 of the Agreement with Comcast, nor does Marketouch allege any possible damages arising from its theory of breach. Its claim for breach of the Agreement based upon a theory that the Agreement prohibited Comcast from providing non-customer numbers is not based in logic, is entirely irrelevant, and should be dismissed with prejudice.

2. Comcast was Under No Obligation to Provide Legal Advice Under the Agreement, and Therefore Cannot be Liable for Breach of Contract Under a Theory of "Negligent Legal Advice"

Marketouch advances a second theory of breach of contract in its counterclaims, that "Comcast breached its obligation to use reasonably care in carrying out its obligations under the [Agreement] by providing incorrect legal advice to Marketouch regarding the regulation of recorded messages in the State of Washington." Counterclaim ¶ 6.1 (Dkt. No. 71). Marketouch fails to allege anywhere in its counterclaim, however, where the Agreement obligates Comcast to provide legal advice. *See generally id.* In fact, the only portion of the Agreement that relates in any way to the provision of legal advice or analysis puts that obligation squarely on Marketouch. Section 4.2 of the Agreement states that *Marketouch* is responsible for complying with all federal, state and local laws, and thus it was *Marketouch's* obligation under the Agreement to ascertain and provide advice as to legal issues. Given no obligation to provide legal advice under the Agreement, Comcast simply could not have breached an obligation that it never had.

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Marketouch further alleges that Comcast "assumed the responsibility" of providing legal advice to Marketouch. Counterclaim ¶ 3.6 (Dkt. No. 71). Such an assumption would, however, constitute an amendment to the written Agreement. Modifications or amendments to the Agreement are required to be in a writing signed by both of the parties, and Marketouch does not allege that any such modification exists, nor could it. Agreement ¶ 13.5 (Dkt. No. 67-2). Marketouch's second theory of breach of contract should be dismissed with prejudice because a party to a contract cannot be held for breach of contract for failing to perform something that was *not* an obligation of the contract itself.

3. Comcast Has No Obligation to Indemnify Marketouch

Marketouch alleges that Comcast has failed to indemnify Marketouch for Comcast's alleged breach of contract as specified in the Agreement. The relevant indemnification language in the Agreement states that:

> Each party . . . will indemnify and hold the other . . . harmless from and against all claims, demands, suits . . . brought against or incurred by any Indemnified Parties for any claims arising out of or in connection with . . . the Indemnifying Party's *breach of this Agreement*, or any other liabilities resulting from the negligence of the Indemnify Party . . . .

Agreement ¶ 4.6 (italics added) (Dkt. No. 67-2). As shown above, Comcast has not breached the Agreement at all. The Agreement did not prohibit Comcast from providing non-customer numbers and indeed specifically contemplates calls to non-customers. *Compare* Counterclaim at ¶¶ 3.10, 3.12 (Dkt. No. 71) *with* 2008 Agreement ¶ 4.6 (Dkt. No. 67-2). Accordingly, Comcast did not breach the Agreement by providing a list of non-customers to Marketouch. The Agreement did not obligate Comcast to provide any sort of legal advice, and instead placed the burden of legal compliance solely on Marketouch. Accordingly, Comcast could not have breached the Agreement through the provision of legal advice. In no way has Comcast committed any negligence that would give rise to an indemnification obligation under the Agreement. As described below, although Marketouch accuses Comcast of negligence in the provision of the telemarketing manuals, a claim for negligence against Comcast cannot stand

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where the duty and risk regarding legal compliance was specifically contracted to Marketouch, and no duty exists under common law for Comcast to provide Marketouch with "legal advice." *See* Part B.1., *infra*. Regardless, the manuals that Marketouch claims are negligent actually provide correct legal information (which Marketouch ignored). *See generally* Comcast Cross-claim Exhibit D (July 2009 manual); *see also* November 2009 manual. Thus, Marketouch's claims of negligence cannot stand as a matter of law because Marketouch has not and cannot articulate a common law duty that Comcast has breached.

Ironically, even though Comcast has no obligation to indemnify Marketouch, Comcast has indemnified Marketouch nevertheless. Comcast entered into a settlement agreement with the Class Action plaintiffs that solely obligates Comcast to pay up to $3.8 million in exchange for a release of all claims against *both* Marketouch and Comcast. *See* Dkt. No. 68; *see also* Motion for Preliminary Approval. There is no basis to support Marketouch's claim for breach of contract for failure to indemnify, and it should also be dismissed with prejudice.

B. Marketouch Fails to State a Claim for Negligence or Negligent Misrepresentation

Marketouch's second bundle of claims involve common law claims for negligence and "negligent representation." These also fail as a matter of law for several reasons. Comcast cannot have assumed a common law duty to provide legal advice where the duty of compliance with the laws was specifically delegated by contract to Marketouch. Besides the fact that the parties agreed to contractually allocate the duty for compliance to Marketouch, there is no "common law" duty to provide legal advice that Comcast could have negligently breached. Finally, there is no error in the legal information contained in Comcast's telemarketing manuals that Marketouch now alleges was negligently represented, and accordingly there has been no negligence or false representation as a matter of law.

Marketouch's negligence counterclaims allege theories of negligence purportedly under both Pennsylvania and Texas law. Marketouch's Counterclaims ¶¶ 8.1-8.6 (Dkt. No. 71). Marketouch ignores the fact that the Agreement contains a valid choice of law clause which

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chooses the law of Pennsylvania. Agreement § 13.7 (Dkt. No. 67-2). Under Washington law, a contractual choice of law clause covers tort claims where the "actual words used" indicate such an intent for the clause. *Hearst Commc'ns, inc. v. Seattle times Co.*, 154 Wn.2d 493, 115 P.3d 262 (2005).[4] Here, the relevant clause provides that the Agreement "shall be governed and construed *in all respects* in accordance with the laws of . . . [Pennsylvania]." Agreement § 13.7 (Dkt. No. 67-2) (italics added). This expansive language indicates an intent to cover all disputes between the parties, including Marketouch's counterclaims here (which, notably, should be barred by the Agreements allocation of the applicable duties to Marketouch, not Comcast).

Even if this Court believes the choice of law clause does not apply to Marketouch's negligence claims, under Washington law a choice of law clause between parties weighs heavily in favor of applying the contractually chosen law by way of the "most significant relationship" text. *See, e.g., K.S. v. Ambassador Programs, Inc.*, No. CV-08-243-FVS, 2009 WL 539695 (E.D.Wash. Feb.27, 2009). This factor, coupled with the other factors of the most significant relationship test, make it clear that Pennsylvania law applies. *See Rice v. Dow Chem. Co.*, 124 Wn.2d 205, 213, 875 P.2d 1213 (1994) (noting factors of test, as laid out in Restatement (Second) of Conflict of Laws § 145: place where the injury occurred, the place where conduct causing the injury occurred, the domicile or place of business of the parties, and the place where the relationship is centered). Regardless, relevant law applying to the issues at hand, in both Pennsylvania *and* Texas, requires that Marketouch's claims be dismissed. As will be shown below, Marketouch cannot state a claim for negligence of negligent misrepresentation as a matter of law, whether it be Texas law or the more appropriate Pennsylvania law.

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4 Federal courts sitting in diversity must apply the forum state's choice of law rules to determine the controlling substantive law. *Fields v. Legacy Health Sys.*, 413 F.3d 943, 950 (9th Cir.2005) (quoting *Patton v. Cox*, 276 F.3d 493, 495 (9th Cir.2002)).

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1. As a Matter of Law, Comcast Cannot Have Assumed a Duty Contractually Assigned to Marketouch

Marketouch cannot state a claim for any type of negligence related to Comcast's performance of a "duty to provide legal advice" because it was Marketouch that held the contractual duty to ascertain and comply with all telemarketing laws in all its dealings with Comcast. In other words, Comcast and Marketouch negotiated the Agreement such that Marketouch appropriately bore the burden for compliance with state and local law during its making of the calls—and therefore it is impossible for Comcast to assume that duty without a modification of the contract. An essential element of negligent representation under Pennsylvania law is that the party making the representation have a legal duty to the plaintiff. *See Althaus v. Cohen*, 756 A.2d 1166, 1168 (Pa. 2000) ("The primary element in any negligence cause of action is that the defendant owes a duty of care to the plaintiff."); *Heritage Surveyors & Engineers, Inc. v. Nat'l Penn Bank*, 801 A.2d 1248, 1252 (Pa. Super. Ct. 2002) (for a negligent representation claim to lie, a duty must be owed by one party to the other); *see also Abalos v. Oil Dev. Co. of Tex.*, 544 S.W.2d 627, 631 (Tex. 1976) ("Duty is the threshold inquiry, and a plaintiff must prove the existence and violation of a duty owed by the defendant to establish liability in tort."). Where a duty has been contractually allocated to one party and not the other, as in the Agreement between Comcast and Marketouch, then that duty cannot be imposed on the other party as a matter of common law. *McMillen Engineering, Inc. v. Travelers Indem Co.*, 744 F.Supp.2d 416, 428-29 (W.D. Pa. 2010) (describing how "a claim should be limited to a contract claim where the parties' obligations are defined by the terms of the contract[]"); *see also CBI NA-CON v. UOP, Inc.*, 961 S.W.2d 336, 340 (Tex. App. 1997) ("When a negligence claim is made alleging the breach of the very duties encompassed in a contract between the parties, the action is for breach of contract and not tort.").

The Agreement specifies that Marketouch bears the burden of ascertaining and complying with all relevant law. Having assumed that responsibility in contract, Marketouch must now live with the benefit of its bargain, and cannot seek to re-assign that obligation by

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application of common law simply because Comcast provided it with telemarketing manuals that, incidentally, included completely correct information about the rules regarding such calls.

2. Marketouch's Negligence Claims Fail as a Matter of Law Because There is No Common Law Duty to Provide Legal Advice

Marketouch's claims against Comcast for "negligence" in providing "legal advice" also fail as a matter of law because there is no common law duty to provide "legal advice." Specifically, Marketouch alleges that Comcast "provid[ed] incorrect legal advice to Marketouch" and that Comcast "failed to exercise reasonable care in obtaining and communicating information regarding the regulation of prerecorded calls . . . ." Marketouch's Counterclaims ¶¶ 8.2, 8.4. In other words, Marketouch accuses Comcast of failing to give appropriate legal advice, or, in effect, accuses Comcast of legal malpractice. Under Pennsylvania law, a non-contractual duty to provide legal advice does not exist under common law without a clear, mutual manifestation of intent from both parties that an attorney-client relationship exists. Under Pennsylvania law, "[a]n attorney-client relationship . . . arises only when the parties have given their consent, either express or implied, to its formation." *Committee on Professional Ethics and Grievances of the Virgin Islands Bar Assoc. v. Johnson*, 447 F.2d 169, 174 (3d Cir.1971) (considering Pennsylvania law); *see also Tanox, Inc. v. Akin, Gump, Strauss, Hauer & Feld, L.L.P.*, 105 S.W.3d 244, 254 (Tex. App. 2003, pet. denied); *Roberts v. Healey*, 991 S.W.2d 873, 880 (Tex. App. Houston 1999, pet. denied) (under Texas law, an attorney-client relationship and a potential client's reasonable expectation of legal services does not arise until there is "some manifestation that *both* parties intended to create an attorney-client relationship; therefore, one party's mistaken belief is not sufficient, by itself.") No such mutual consensual relationship or expectation of legal advice services is alleged nor could it arise here, where the parties had already specified in the Agreement that Marketouch was to be responsible for all compliance issues.

Without such a special relationship required under the law, the duty to provide legal advice that Marketouch claims that Comcast negligently proffered does not arise as a matter of

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law. To argue that Comcast's mere provision of its internal telemarketing manual creates a common law obligation on Comcast's behalf to provide error-free legal research and advice is to impose a fiduciary relationship between the parties that did not exist. Importantly, Marketouch fails to allege any facts sufficient to support such a claim. There is no common-law duty to provide legal advice and there is certainly no such common-law duty where the burdens of compliance have been contractually allocated by the parties. Marketouch's negligence and negligent misrepresentation causes of action should be dismissed with prejudice.

3. Representations Made By Comcast Were Not False

Marketouch's allegations that Comcast is liable in tort for its provision of certain telemarketing manuals also fails as a matter of law because those manuals provide specific directions that, had they been followed by Marketouch, would have prevented the Class Action claims in this case. As described above, the manuals repeatedly and specifically state that more restrictive state laws should be followed, above and beyond the requirements of federal law. *See, e.g.*, November 2009 manual at 4, 6, 12-13. The manuals state that Comcast and its vendors could possibly be subject to large statutory penalties under state law if state law is not followed. *Id.* at 4. A cause of action for negligence on the part of Comcast in performing duties that were contractually allocated to Marketouch thus fails and Marketouch's negligence claims should be dismissed with prejudice.

IV. CONCLUSION

Comcast has asserted cross-claims against Marketouch for Marketouch's multiple breaches of the Agreement and for Marketouch's failure to indemnify or even contribute in a meaningful way to Comcast's settlement of all claims against it. In response, Marketouch has alleged multiple counterclaims of breach of contract and negligence against Comcast. For the reasons stated above, Marketouch's causes of action for breach of the Agreement all fail as a matter of law and should be dismissed with prejudice.

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Dated this 22nd day of July, 2011.

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CERTIFICATE OF SERVICE

I certify that on the date below, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following persons:

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EXHIBIT A

Comcast
Telemarketing, Outbound Calling and Do Not Call
Policies and Procedures Manual

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Revised and Updated December 2008
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Comcast
Telemarketing Policies and Procedures

Current laws concerning Outbound Telemarketing require us to continually examine our procedures for both internal and vendor outbound telemarketing initiatives. The goal of this Manual is to clearly outline how Comcast employees and vendors engaged on Comcast's behalf should comply with applicable national and state telemarketing laws, as well as how to handle Do Not Call requests from Comcast customers and non-customers alike. These policies and procedures will help facilitate good customer relations as well as ensure the legal fulfillment of our obligation to those who request not to be called.

All outbound sales calls made by or on behalf of Comcast are subject to telemarketing laws, policies and procedures. **This includes, but may not be limited to, calls made by internal outbound call centers, calls made by direct sales ("door-to-door") representatives, and calls made by retention departments of call centers in Customer Care.**

Compliance with telemarketing laws means:

- You have established written procedures to comply with all telemarketing laws and regulations, including Do Not Call laws.
- You've trained all appropriate personnel in these procedures. Training is mandatory.
- You correctly maintain a Comcast-specific DNC List. Comcast does this through a tool called DNCSolution, managed by a company called PossibleNOW.
- You (and/or your telemarketing vendors) scrub against all appropriate DNC Lists before calling and prevent calls to numbers on the applicable DNC Lists.
- You keep records of all telemarketing activities and campaigns.
- You designate a DNC Specialist for your location
- Comcast monitors and enforces all compliance procedures

Compliance with this Manual and state and federal laws is mandatory but not difficult. Comcast's Internal Audit Department will incorporate checks on adherence to the Manual as a part of regular Comcast system visits, and vendor compliance will be reviewed in accordance with their agreements.

The contents of this Manual, and subsequent updates and revisions to the Manual, can also be found on TEAMCOMCAST.

Go to http://workgroups.teamcomcast.com/workgroups/Sales/extranet/telemarketing/Shared%20Documents/Forms/AllItems.aspx Please regularly update your copy of the Manual by visiting this site.

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Table of Contents

I. State and Federal Laws
II. The Comcast Do Not Call Policy
III. Responsibilities for Compliance
IV. Telemarketing Campaigns and Do Not Call Lists
   a. Calling lists
   b. State and DMA lists
   c. Federal Do Not Call Registry
   d. The Comcast National Do Not Call list
V. The Comcast National Do Not Call List and DNCSolution
   a. Creating and maintaining the List
   b. Using www.dncsolution.com
VI. Vendor agreements and relationships
VII. Comcast Internal Outbound Call Centers
VIII. Inbound requests to Customer Service for DNC
IX. Amdocs coding procedures
   a. Active subscribers
   b. Non-subscribers
X. CSG coding procedures
   a. Active subscribers
   b. Non-subscribers
XI. Scripts
XII. Call monitoring / employee consent
XIII. Contacts

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MEMORANDUM

Telemarketing Laws and Related Procedures

Both the Federal Trade Commission ("FTC") and the Federal Communication Commission ("FCC") have implemented rules concerning telemarketing, and Comcast is required to be compliant. The FTC rules are contained in the Telemarketing Sales Rule ("TSR"), while the FCC implements the Telephone Consumer Protection Act ("TCPA"). Most of the rules from both the TCPA and the TSR are merged by the two regulatory agencies, including the rules for the National Do Not Call Registry. However, there is a notable difference in the areas of automated sales messaging. This will be discussed elsewhere in this Manual.

Some states have their own Do Not Call Lists, and other regulations which may be more restrictive than the federal rules. These will be covered in the State Section on a state-by-state basis.

Comcast continues to adopt policies and procedures in this area of its business to conform to new laws. Failure to comply may result in criminal charges as well as fines of up to thousands of dollars per violation and substantial damages payable to individual consumers. Individual states may also impose fines, separate from federal rules, based on state laws. To help our employees understand what the new laws require, Comcast has created and periodically will revise its Comcast Telemarketing Policy and this operations manual, the Comcast Telemarketing, Outbound Calling and Do Not Call Policies and Procedures Manual (the "Manual"). Compliance with the Manual is mandatory. Comcast's Internal Audit Department will monitor adherence to the Manual as a part of regular system visits. The Manual is available on TeamComcast.

This Manual sets forth the relevant provisions of all regulations and acts, as well as an overview of the legal requirements necessary for compliance with the Comcast policies and procedures. The initial portion discusses the federal mandates, which apply to **interstate** calls and may supersede state laws. The state portion of this Manual contains state-specific law, which will apply to **intrastate** calls, but only if the state law is more restrictive then federal law. **However, given the current regulatory environment, the Comcast Cable Law Department recommends that all telemarketing campaigns follow the more restrictive rules (state or federal) for the location in which the calls will be received**, regardless of the originating location.

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A. **"Do Not Call" lists**. Federal law mandates the establishment of a National Do Not Call Registry (It will be called "federal Registry" in this Manual to distinguish it from the Comcast National Do Not Call List). The federal Registry joins the long-standing requirement of a company-specific do not call list, and applicable state do not call lists, as a limitation on telemarketing calls which must be strictly observed. Specifically, Comcast is required to institute procedures that, at a minimum, do the following:

- maintain a list of all phone numbers of individuals who have asked Comcast directly that they not receive telephone solicitations. We do this through an online tool called DNCSolution.

- train and inform telemarketing personnel of the existence and use of the "do not call" list and Policy as set forth below; and

- refrain from initiating an outbound telemarketing call to any persons who have placed their phone numbers on the federal Registry or a state do not call list (with the general exception of persons with whom Comcast has an existing business relationship as defined below ("EBR") or has previously stated that he or she does not wish to receive an outbound telephone call by or on behalf of Comcast (no exemptions and must be honored as long as the telephone number is active with the same customer). With respect to a do not call request made directly to Comcast, this telemarketing prohibition shall include any Comcast entity (system, corporate, etc.) making the call which such person would reasonably expect to be included in such request (using the name Comcast) and regardless of the product line being advertised.

As used in the FTC's DNC registry rules, the term "**established business relationship" (EBR**) means a relationship between a seller and a consumer based on:
1. the consumer's purchase, rental, or lease of the seller's goods or services or a financial transaction between the consumer and seller, within the eighteen (18) months immediately preceding the date of a telemarketing call; or
2. the consumer's inquiry or application regarding a product or service offered by the seller, within the three (3) months immediately preceding the date of a telemarketing call.

Three important points should be noted with respect to this legal requirement:

- First, violations of the rules may carry substantial monetary penalties. Any telephone sales call from Comcast received by a person on the federal DNC Registry (and not subject to an exemption) may give rise to injunctive relief and/or civil penalties for each such telephone call. In addition, the Act provides for a "private right of action" by consumers who can recover up to $500 per call violation and treble damages for "willful and knowing" violations (note: some courts have interpreted this to be $500 per violation for multiple violations within a single telephone call). Also, individual states may have specific penalties for violations to state DNC Lists.

- Second, if a Comcast customer requests to be placed on the Comcast "do not call" list, Comcast may be liable for any failure to honor the "do not call" request even if such request is made to an outside telemarketing firm and not to Comcast or a Comcast employee directly. Thus, it is essential that our telemarketing vendors likewise adhere to the letter of the law and clearly and regularly honor any requests. In addition, this includes any door-to-door salespersons wishing to make a telephone call to a customer or prospective customer. Finally, this requirement applies to current customers as well as non-customers. **Although there is an exemption from the federal Registry based on a prior or existing business relationship ("EBR") within the last 18 months, or a customer inquiry within the last 3 months, the EBR does not apply once a person requests inclusion on the Comcast internal do not call list. Note: some states have more restrictive EBR requirements. Please refer to the specific state information below.**

- In addition, the Merged Rule requires that all companies such as Comcast, which are engaged in telemarketing activities, maintain a written do not call policy (the "Policy"), available to any person upon request, setting forth the maintenance of a "do not call list." All Comcast telemarketing personnel, including internal outbound call center staff, Customer Care staff taking inbound calls, and third party vendors conducting telemarketing activities on behalf of Comcast must be informed of, and trained in, the existence and use of such Policy. Comcast's Policy with respect to the maintenance of a "do not call" list is set forth in Section II of this Manual.

B **Storage/Record Keeping Requirements**. To ensure compliance, the following telemarketing records shall be stored either electronically or in hard copy for a period of 24 months from the date of creation of the record. This applies to both inbound and outbound telemarketing:

- a specimen of each substantially different advertising, brochure, telemarketing scripts and promotional material;

- the name and last known address of each customer, the goods or services purchased, the date such goods or services were shipped or provided and the amount paid by the customer for the goods or services (Comcast work order or billing system); and

- the actual name, last known home address, telephone number and job title(s) for all current and former employees directly involved in telephone sales (HR records).

- records of all abandoned calls by date and campaign. See more detail on regulations in Section D.

- all campaign information and call data, including the phone number called, date and time called, and disposition of the call. This includes all records of customer consent regarding free-to-pay conversions. A record must be kept of all phone calls placed, whether or not the call was answered by a consumer.

- for any sweepstakes, the name and the last known address of any prize recipient of any prize over $25, and the nature of the prize

This record-keeping requirement applies to all outbound telemarketing activities and inbound telemarketing activities not containing the disclosures set forth below. By law, the record-keeping requirement may be delegated by contract to third party vendors carrying on telemarketing activities on Comcast's behalf. Therefore, all contracts with third party vendors set forth the record keeping obligations of such vendor and indemnify Comcast for any failure of such vendor to meet these obligations. These contracts are executed at Comcast cable headquarters, and those vendors with whom we have an executed agreement are considered "approved vendors."

Please see Section "O" below for storage requirements for non-sales, or informational outbound calls.

Please refer to Section VI of the Manual, Vendor Agreements and Relationships, and contact Jane Bulman, Executive Director, National Telemarketing Services, with any questions about such agreements. The point-of-contact person in each Comcast cable system entity will be responsible for storage and record keeping requirements associated with the Policy. **This is particularly important where Comcast operates an internal outbound telemarketing call center.**

Recordings of sales calls:
All 3rd party vendors making outbound telemarketing calls are required to digitally record all sales calls and sales verifications. This allows review of recordings for quality monitoring as well as consumer research. Recordings shall be available for review for at least 30 days following the call, although most vendors archive and store these indefinitely.

Internal outbound centers – and inbound centers -- are required to digitally record all "free-to-pay" sales calls (see Section "J" for more information). It is recommended that all internal (Comcast-initiated) outbound sales calls and verifications should be digitally recorded. These recordings must be archived for 24 months.

C. **Required Disclosures**. All outbound telemarketing calls must disclose the following promptly and in a clear and conspicuous manner to the person receiving the call:

- the actual name of both the individual caller and the Comcast entity on whose behalf the call is being made and a telephone number or address where a consumer can reach Comcast during normal business hours;
- that the purpose of the call is to sell goods or services;
- for inbound sales calls, also: if the offer includes a negative option feature by which the customer's account will be charged, and the date the charges will be made, unless the customer takes specific steps to avoid the charges;
- for inbound sales calls, also: the nature of the goods and services to be sold; and
- for inbound sales calls, also: if the telemarketing call involves a prize promotion, the fact that no purchase is necessary to win.

The use of pseudonyms or aliases is not permitted unless that pseudonym or alias can be matched to a specific person. A number of states require the actual name. Therefore, the Comcast cable law department recommends that the actual name be used to avoid any confusion or violation.

Certain states have additional disclosure requirements. Please see specific state information later in this chapter.

In addition, with respect to both outbound telemarketing calls and inbound telemarketing calls, the following disclosures must be made in a clear and conspicuous manner before a customer pays for goods or services offered:

- **total costs** (including franchise fees, taxes, equipment, eMTA, installation fees, etc.) to purchase, receive, or use, and the quantity of any goods or services that are the subject of the sales offer. This includes promotional rates and roll-to rates following the promotional period.

- the **telephone number or address** at which the telemarketing person or entity may be contacted. This information shall close every call.

- all **material restrictions**, limitations, or conditions to purchase, receive or use the goods or services that are the subject of the sales offer;

- **refund policy**, including any policy of not giving refunds, cancellations, exchanges or repurchases as well as all details of any such policy of giving refunds, cancellations, exchanges or repurchases if the telemarketer has made any mention of such policy in the sales presentation (e.g. "Comcast 30 day limited money back guarantee"): and

- if the telemarketing involves a prize promotion, the odds of being able to receive the prize and all material costs or conditions to receive the prize.

In addition, for specific instruction as to what disclosures/disclaimers are required in our marketing initiatives, please have all telemarketing scripts reviewed by the Comcast Cable Law

Department or refer to Standard Disclaimers posted on TeamComcast. As the prize promotion laws of many states are more restrictive than federal law, ALWAYS contact the Comcast Cable Law Department before entering into promotions involving prizes or gifts.

D. **Abandoned Calls**

Abandoned calls are prohibited for calls to residential and commercial phones. The FTC defines abandoned calls as those calls that do not connect an answering consumer to a representative within 2 seconds of the consumer's completed greeting. However, there is a safe harbor defense that will permit Comcast and its vendors to avoid liability for its abandoned calls if the following requirements are met:

1. No more than 3% of all calls answered by a person, measured over the duration of a single calling campaign, if less than 30 days, or separately over each successive 30-day period or portion thereof that the campaign continues.
2. Comcast and its vendors allow the telephone to ring for at least 15 seconds or 4 rings before dropping the call;
3. Comcast and its vendors play a recorded message on all abandoned calls that provides the name and telephone number of the calling party and that the call was made for telemarketing purposes (the phone number provided must be a number that will allow the consumer to request to be added to Comcast's internal do not call list (**see Section XI of this Manual for abandoned call script**). Do not use a number which routes a consumer into a general call center (such as 1-800-COMCAST), unless anyone answering these calls can explain the reason the consumer received the call initially.
4. Comcast and its vendors maintain records demonstrating its qualification for the safe harbor defense for a period of 2 years (at a minimum, the required recordkeeping includes the call date, calling campaign, total number of calls answered by live persons, total number of calls answered by live persons that were abandoned.) **NOTE: some dialers calculate abandoned call percentages based on all calls passed to an agent, which may be calls NOT answered by a live person (such as answering machines). These calls must be omitted from the calculation.**

Under no circumstances should a consumer answering the phone be placed on "hold" waiting for an available agent. An abandoned call must be terminated immediately upon delivering the required recorded message.

The FTC aggressively enforces its call abandonment restrictions. Comcast internal centers and outside vendors must consistently monitor its abandonment rates. All centers shall routinely audit abandonment rates to ensure that predictive dialer settings are accurate and rates are within the law. The Comcast Internal Audit Department will inspect these records during audit procedures in Comcast locations. Vendors are required to produce records upon Comcast's request.

E. **Caller ID**

- Caller ID may not be blocked and all call information must be displayed on the Caller ID. Caller ID must include both the name of the company calling, if technically possible (can be vendor or seller), and a contact number (must be to the company shown on Caller ID) that will also allow for do not call requests as stated above.

- **Do not use a number which routes a consumer into a general call center (such as 1-800-COMCAST), unless answering these calls can explain the reason the consumer received the call initially and Do Not Call requests from consumers can be honored. Ideally, your vendor can take these calls and still attempt to sell, or your internal sales department can take these calls.**

- These rules apply for any outbound calling to both residential and commercial numbers. This includes calls for sales purposes and/or for informational purposes such as appointment reminders or debt collection calls.

F. **Time of Day**. Federal rules require that any telemarketing calls may be made only between the hours of 8:00 a.m. and 9:00 p.m., local time, at the called person's location. Please note, however, that certain states have more restrictive requirements with respect to when telemarketing calls may be placed, including prohibitions on certain holidays (see state law section below for specifics).

G. **Maximum Attempts and Calling Frequency:** Comcast policy requires that, in any calling program, a phone number is dialed no more than twice per day, once during the day and once in the evening. A phone number may not be dialed more than 15 times during an entire calling program. A number may not be dialed on more than one program/ campaign in any 90 day period.

H. **Abusive Telemarketing Practices**. In addition to failing to make the disclosures set forth above, calling at an impermissibly early or late time, and failing to respect a "do not call" request, the following practices are prohibited as abusive telemarketing practices:

- the use of threats, intimidation or profane or obscene language; and

- causing any telephone to ring, or engaging any person in telephone conversation, repeatedly or continuously with intent to annoy, abuse or harass any person at the called number.

I. **Call Monitoring Issues**. Although the use of call monitoring is a common quality control practice with respect to telemarketing, it is important to note that such activities may be illegal (see State Section) unless the steps set forth in Section XII of the Manual (Consent to be Monitored), are followed.

J. **Free-to-Pay Offers**. In any telephone call - inbound or outbound -- regarding a free-to-pay conversion (where a customer is offered goods or services for free for a promotional period after which the customer pays full price), a telemarketer must (a) obtain the customer's express consent to pay for the goods or services after the promotional period; (b) obtain from the customer, at a minimum, the last four (4) digits of the account number to be charged after the promotional period; and (c) make and maintain an audio recording of the telemarketing transaction. In this situation, it is not sufficient to record only the sales confirmation or verification; the entire call must be recorded. Recording is subject to the monitoring notifications noted in the State Section for each state.

K. **Subscriber Privacy Issues**. The requirement that we maintain "do not call" lists is separate from and in addition to the requirements set forth in the Subscriber Privacy Act (47 U.S.C. §551) and the FCC rules governing the obligations of common carriers to protect the confidentiality and use of telephone customer proprietary network information ("CPNI"). With respect to personally identifiable information regarding Comcast subscribers, except where we are providing subscriber lists to our telemarketing vendors, billing services or other third parties necessary to conduct our legitimate cable-related business activities, the prohibitions, limitations and exceptions set forth in the Subscriber Privacy Act and CPNI regulations continue to apply. Such personally identifiable subscriber information may not be used, sold or otherwise disclosed other than as set forth therein.

L. **Use of Artificial or Pre-Recorded Voices** Effective December 1, 2008, **all pre-recorded and/or automated sales messages are prohibited.**

Effective December 1, 2008, the FTC requires that sellers and telemarketers must disclose promptly, at the outset of all pre-recorded sales messages, the means by which the person called can assert a Do Not Call request. For calls answered by a live person, we must make an automated keypress or voice-activated interactive opt-out mechanism available so that consumers can opt out as easily as they can from a live telemarketing call, and be placed on the company's Do Not Call List. If the call is answered by an answering machine, a toll-free number must be provided that will allow the called party to automatically be placed on the company's DNC List.

Effective September 1, 2009, prerecorded or automated sales messages are expressly prohibited unless a seller, such as Comcast, has previously obtained the call recipient's signed, written agreement to receive such calls.

With the new regulations and technical requirements, Comcast's policy regarding automated, pre-recorded sales calls **prohibits ALL pre-recorded sales messages to residential consumers, whether or not they are Comcast customers. At this time, automated sales messages to businesses are allowed.** Informational, or non-sales calls, will be allowed, if permitted by individual state law. To be sure a message is not prohibited, scripts must be submitted for legal review.

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Pre-recorded or automated informational calls, such as appointment reminders or calls for debt collection are allowed. Survey calls are also generally allowed, but will be considered prohibited calls if the information gathered is used to subsequently sell to that consumer, either on the survey call or on a later call. For more information on informational, or non-sales calls, see Section O below.

The following requirements must be followed as Comcast policy on any allowed automated calls:

1. You can call current residential customers. Only businesses (non-subscriber or current customer) can be called for sales and non-sales reasons.
2. You must allow the phone to ring for at least 15 seconds or 4 rings before disconnecting an unanswered call.
3. You must start a message within 2 seconds of the answer greeting.
4. You must provide the name of the calling organization and a phone number at the start of the call.
5. You must comply with all applicable federal and state laws, which includes abiding by time-of-day laws.
6. You must disconnect the call immediately upon playing the message.

Some states' rules are more restrictive than the federal rules. For specific state information, see the state listed below.

M. Calling cell / mobile phones.

A. Calls via predictive or automated dialers to mobile, wireless or cellular numbers are prohibited without the express consent of the consumer.

B. Comcast allows calls to cell phones if the customer has provided Comcast with a cell phone number as the primary contact number. See Section XI for scripting to cell owners who question a call from Comcast.

C. Comcast prohibits all sales calls to cell phones of non-subscribing homes.

D. To filter out cell phones from call lists, Comcast must (1) identify cellular numbers as well as landline numbers ported to cell phones and (2) delete such numbers from all telemarketing lists. This can be accomplished using DNCSolution and must be done once every 15 days during a telemarketing campaign

E. Note that certain states expressly prohibit calls to wireless/cellular phones: Arizona, Louisiana, and New Jersey. Do not place sales calls to cellular phones in these states.

N. Business-to-business sales calls

As of November 1, 2009, there are no specific federal Do Not Call restrictions on calls made to businesses to sell Comcast business products and services, either via a live call or an automated, pre-recorded message. See recommended scripting in Chapter XI to respond to objections from prospects to calls made by Comcast.

The following procedures are Comcast policy for sales calls to businesses:

1. Any outbound call list to commercial establishments MUST be scrubbed against the Comcast Do Not Call list, and phone numbers on that list must not be called.
2. During calls, any requests for Do Not Call status must be honored, and the business consumer must be told that the business consumer's phone number(s) will be added to the Comcast Do Not Call list within 30 days.
3. Phone numbers must be added to the Comcast DNC List housed at DNCSolution.com.
4. Regulations and policies for pre-recorded automated calls, abandoned calls and Caller ID apply to all Business-to-Business sales calls.
5. Regulations and policies for disclosures on monitoring and recording calls apply to all Business-to-Business calls.
6. Cell phone numbers must not be called via predictive dialer unless the consumer has given express permission.
7. More restrictive state laws must be followed (see Colorado).

O. Informational / Non-Sales Outbound calls: live and automated

Often, Comcast must contact current customers via phone for non-sales reasons such as appointment confirmation, payment collection, channel notifications, and installation reschedules when the appointment was missed. These types of calls relate to a customer's *current* level of service, and the call is not subject to telemarketing laws. They do require adherence to Comcast policy, which is:

Informational, or non-sales, calls may be live calls or pre-recorded messages, using the phone number provided by the customer as the primary contact number. These calls can only be delivered to current Comcast customers. Examples are:

- Appointment confirmation
- Debt collection
- Channel change notifications
- Surveys and research, if the information gathered is not used for follow-up sales calls directly to survey recipients
- Notification of rate increase at the end of a promotional period (often called "promo rolloff"), if no additional products or services are offered
- Call to reschedule a missed appointment.

The following types of outbound calls are to be considered sales calls, and are subject to all telemarketing rules and policy:

- Retention calls to customers who have placed a disconnect or downgrade order, where the customer will be presented with a promotional offer for service. Note that offers can be made to these customers on an *inbound* call.
- Calls to customers who have canceled an installation or an upgrade, and where the Comcast representative presents a promotional offer to the customer.
- Calls to sell a customer from an expiring promotion or legacy package into additional products or services.

The Caller ID read-out must include a phone number and the name of the company (Comcast), if technically feasible, and must follow the rules in Section "E" above.

The following information must be retained for 24 months on informational, non-sales calls:

- The name of any outbound calling programs, including the purpose of the call
- The start and end dates during which calls were made
- Caller ID number used
- A copy of the list of customers to be called, including name, address, account number and phone number

O. Outbound calls made by direct sales representatives ("door-to-door")
All sales calls made by direct sales reps (DSR) are subject to the same rules and regulations as any other outbound sales call made by or on behalf of Comcast. This includes adherence to Do Not Call rules, Caller ID, and storage of records.

To satisfy the requirement for record-keeping, DSRs should keep a call log of all calls made and the reason. This should include the name, phone number and address of the person to be called, as well as the reason for the call, such as a call-back upon the consumer's request.

These policies apply to activity by companies hired by Comcast as contractors for Comcast direct sales work.

STATE TELEMARKETING LAWS

In addition to the requirements set forth above, Comcast is also subject to the telemarketing laws of the various states. While many of these laws are generally consistent with or less restrictive than the federal laws, many are more restrictive and include state specific "do not call" lists and time of day calling restrictions - all with applicable definitions, requirements and exceptions. **Each Comcast location must comply with the most restrictive provision – federal or state – applicable to the activity in question.**

Following is a list of states where Comcast has operations, with the respective telemarketing requirements and state web sites for additional information. It is intended as a guide to assist Comcast personnel in determining the most restrictive provision in a particular state. As always, you should consult the Comcast Cable Law Department or National Telemarketing Services with any questions you may have. Please note that such laws are subject to change; therefore, Comcast personnel should regularly consult TeamComcast to ensure compliance with current law.

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Note: Do Not Call exemptions listed below (or for the federal Do Not Call Registry) do not apply once a subscriber or non-subscriber requests to be placed on the Comcast internal do not call list.

Alabama: www.psc.state.al.us

- Registration: Generally required; however, **Comcast is exempt** when soliciting the sale of cable television services operating under a franchise or permit.
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Required disclosures: Within the first 10 seconds: true name of telemarketer and phone number of seller (Comcast); Within 30 seconds: The name of the seller and that the purpose of the call is to sell products/services.
- Time of Day Restrictions: Calls are not allowed on Sundays or holidays and are limited to the times of 8:00 a.m. to 8:00 p.m.
- Cancellation: Generally requires a written contract and notice of cancellation. **Comcast is exempt** as a franchised provider of cable television services.
- Pre-recorded messages: Non-sales calls to existing customers allowed. Within 20 seconds after the called party answers and at the conclusion of the call, Comcast name and phone number must be clearly stated. Must disconnect a terminated call within 10 seconds.
- Call Monitoring: Alabama is a one-party consent state. Employees must sign Consent to be Monitored form. See Chapter XIII.
- Permission to continue: No provisions.
- No rebuttal rule: No provisions.

Arizona: www.attorney_general.state.az.us

- Registration: Required. Comcast must file a limited registration statement as a franchised cable television system.
- Disclosure required: Requires: 1. The complete street address of the physical location from which the seller or solicitor is making the telephone solicitation and the complete street address of the seller's principal location. 2. The legal name of the seller on whose behalf the solicitor is making the solicitation. 3. The solicitor's true legal name. 4. That the purpose of the call is to sell merchandise.
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions. Calls to cell phones are prohibited.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: Consumer's right to cancel a transaction must be disclosed during a call. A signed work order will be considered authorization to receive the services.

- Pre-recorded messages: Non-sales calls are permitted to customers. Arizona prohibits all pre-recorded sales calls unless the called party has expressed consent to receive them. However, Comcast prohibits all pre-recorded sales calls. Arizona prohibits survey calls if the information gathered will be used for a subsequent sales call. In that instance, prior express consent of the called party is required.

- Call Monitoring: Arizona is a one-party consent state. Employees must sign Consent to be Monitored form. See Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Arkansas: www.donotcall.org

- Registration: Generally required. **Comcast is exempt** when calling those persons with whom it has a prior or current business relationship. No exemption for inquiries. All calls to persons with whom Comcast has never had a business relationship calls will require registration by Comcast.

- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemption for existing or prior relationship. However, there is no exemption for inquiries.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls permitted to customers. Arkansas prohibits all pre-recorded sales calls, as does Comcast.

- Call Monitoring: Arkansas is a one-party consent state. Employees must sign Consent to be Monitored form. See Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: If the person receiving the telephone call indicates that he or she does not want to hear about the services, the caller shall not attempt to provide additional information during that conversation about the services. Call must be terminated.

California: www.caag.state.ca.us

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- Registration: Generally required. **Comcast is exempt** as a cable television service.

- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions, except inquiries. Inquiries within 1 month of the call qualify for the EBR exemption, not 3 months as in the federal rules.

- Disclosures required: Nature of call; name, address and phone numbers of seller.

- Time of Day Restrictions: Calls are limited to between 9 a.m. and 9 p.m.

- Cancellation: Telephone sales in California are subject to a 3 day contract cancellation rule and require the appropriate disclaimers in any script. The 3-day period starts from the day the confirmation notice (which must include the notice of cancellation) arrives at the customer's residence (the confirmation notice is required for any services ordered over the phone).

- Pre-recorded messages: Non-sales calls allowed only to customers.

- Call Monitoring: California is an all-party consent state. There is an exception if Comcast does one of the following: (1) plays a beep tone every 15 seconds that audible to all parties; (2) routes all incoming and outgoing telephone call through a recorded message announcing the call may be monitored; or (3) obtains the express prior consent (written) of the customer (assumes Comcast has also obtained the written consent of employees – see form in Chapter XIII).

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Colorado: www.coloradonocall.com

- Registration: Generally required**.** **Comcast is exempt** as a cable television provider.

- Do Not Call: Colorado maintains its own Do Not Call List. Federal EBR exemptions apply for existing and prior relationships, however inquires within 1 month of the call qualify for the EBR exemption, not 3 months as in the federal rules. Any non-exempt call lists must be scrubbed against both the state and federal DNC lists. While business-to-business calls are exempt, residential phone numbers used for business purposes are not exempt and must be scrubbed against the state and federal lists. Calls can be made to existing commercial accounts on the state/federal lists, if not on the Comcast list (as with residential).

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: Customer's right to cancel in writing within 3 business days must be disclosed during a call. The 3 business days begin upon delivery of the services. Comcast has an exemption as a provider of cable television service.

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- Pre-recorded messages: Non-sales calls are permitted to customers.
- Call Monitoring: Colorado is a one-party consent state. Employees must sign Consent to be Monitored. See Chapter XIII.
- Permission to continue: no provisions.
- No rebuttal rule: No provisions:

Connecticut: www.state.ct.us

- Registration: No provisions.
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Calls are limited to between 9 a.m. and 9 p.m.
- Cancellation: No provisions.
- Pre-recorded messages: Non-sales calls allowed to customers.
- Call Monitoring: Connecticut is a two-party consent state for recording calls, and a one-party consent state for monitoring of calls. For recording, it is unlawful to use any device to record a private telephonic communication unless the use of such device (1) is preceded by consent of all parties to the communication (in writing or at start of recording); or (2) is preceded by verbal notification which is recorded; or (3) is accompanied by a warning tone which is repeated at regular intervals during such recording. In both cases, employees must sign Consent to be Monitored form. See Chapter XIII.
- Permission to continue: No provisions.
- No rebuttal rule: No provisions.

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Delaware: www.state.de.us/attgen/

- Registration: Generally required. **Comcast is exempt** as doing business under FCC regulations and a local franchise.
- Do Not Call: Delaware does not have a state do not call list. This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.
- Cancellation: Any material policies regarding refunds or cancellation must be disclosed during the call. **Comcast is exempt** as above.
- Pre-recorded messages: Non-sales calls allowed to customers.
- Call Monitoring: Delaware is a two-party consent state. An exemption occurs when one of the parties has given prior consent. Employees must sign Consent to be Monitored form. See Chapter XIII.
- Permission to continue: No provisions.
- No rebuttal rule: No provisions.

District of Columbia:

- Registration: Generally required: however **Comcast is exempt** as a cable television services provider.
- Do Not Call: DC has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m. Note also, calls must be disconnected within 10 seconds of the hang-up by the called party.
- Cancellation: No provisions.
- Pre-recorded messages: Non-sales calls to customers are permitted. Calls must be disconnected within 10 seconds of hang-up by called party.
- Call Monitoring: DC is a one-party consent district. Employees must sign Consent to be Monitored form. See Chapter XIII.
- Permission to continue: No provisions.
- No rebuttal rule: No provisions.

Florida: www.800helpfla.com

- Registration: Generally required; however, **Comcast is exempt** as a company providing cable television services.
- Do Not Call: Florida has a state do not call list. Federal exemptions apply. Scrub against both the state list and federal DNC registry when making non-exempt calls
- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.
- Cancellation: Cancellations rights must be disclosed during the call. Comcast is exempt as a franchised cable television provider.
- Pre-recorded messages: Non-sales calls to customers only are permitted.
- Call Monitoring: Florida is an all-party consent state. Comcast must acquire consent from employees and monitor only in the normal course of business through a business extension. See Chapter XIII for Consent to be Monitored form.
- Permission to continue: No provisions.
- No rebuttal rule: No provisions.

Georgia: www.ganocall.com

- Registration: No
- Required disclosures: The following must be disclosed within the first 25 seconds and at the conclusion of the call: Name and phone number of calling entity.
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.
- Cancellation: No provisions
- Pre-recorded messages: Non-sales calls to customers only are permitted with the exception of these requirement on survey calls: Name & phone number of calling entity within first 25 seconds and at conclusion of call; call must be disconnected within 10 seconds of message delivery.
- Call Monitoring: Georgia is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.
- No rebuttal rule: No provisions.

Idaho: www.state.id.us

- Registration: Requires, but Comcast is exempt when calling existing customers.
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Calls are limited to between 9am and 9pm.
- Cancellation: If written confirmation is given, consumer has 3 days to cancel.
- Pre-recorded messages: Non-sales calls only are allowed, but are prohibited to unlisted or unpublished numbers. Disclosures required on all calls: name of company, purpose of message, contact information of caller. Upon hang-up by called party, automatic disconnection is required.
- Call Monitoring: Idaho is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.
- Permission to continue: No provisions.
- No rebuttal rule: It is an unlawful act for a telephone solicitor to refuse to hang up and free the purchaser's line immediately once requested to do so by the purchaser.

Illinois: www.ag.state.il.us

- Registration: No
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions except inquiries. Inquiries within 1 month of the call qualify for the EBR exemption, not 3 months as in the federal rules.
- Time of Day Restrictions: Calls are limited to between 9 a.m. and 9 p.m. Mon-Sat; noon-9pm on Sundays.
- Cancellation: No provisions.
- Pre-recorded messages: Non-sales calls to current customers are allowed, provided disconnection occurs within 30 second of the termination of the call by the consumer or the end of the message. If this is not technically feasible, a live operator must introduce the call and get permission for the message to be played.

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- Call Monitoring: Illinois is an all-party consent state. Comcast will have an exemption if the purpose of monitoring and recording is for quality control and training, and we obtain prior written consent from employees. See Consent to be Monitored form in Chapter XIII.

- Permission to continue: Comcast must, after the required disclosures, receive permission from the called party to continue the call.

- No rebuttal: No specific provisions; however, some interpret "permission to continue" rule above to include "no rebuttal".

Indiana: www.in.gov/attorneygeneral
- Registration: Required. Comcast is **not exempt** from registration.

- Do Not Call: The Indiana Do Not Call List is NOT merged with the Federal Registry. There is no exemption for existing business relationships, and all lists (subscriber and non-subscriber) must be scrubbed against both the state and federal registry.

- Disclosures required: Comcast name, purpose of call, services provided and offer specifics (if applicable).

- Time of Day Restrictions: Calls are limited to between 9 a.m. to 8 p.m.

- Cancellation: No provisions that affect Comcast.

- Pre-recorded messages: Non-sales calls are allowed to customers. Disconnection must occur within 10 seconds after the end of the call.

- Call Monitoring: Indiana is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Kansas: www.ksag.org
- Registration: No

- Do Not Call: This state has designated the FTC as manager of the state list with applicable federal exemptions.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

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- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls to customers are allowed.

- Call Monitoring: Kansas is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: Telephone solicitors must promptly discontinue the solicitation if the person being solicited gives a negative response at any time during the consumer telephone call. However, Comcast has an exemption ONLY when calling persons with whom we have an existing business relationship. Calls to non-subscriber homes must be terminated with the first negative response.

Kentucky: www.kycall0.net

- Registration: Generally required. **Comcast will be exempt only** if calls are to customers with a prior or existing business relationship (no time parameters listed).

- Disclosure required: Call requires the town or city and state where the caller is physically located.

- Do Not Call: This state has designated the FTC as manager of the state list with exemptions for existing and prior relationships only. There are is no exemption for inquiries.

- Time of Day Restrictions: Calls are limited to between 10 a.m. and 9 p.m.

- Cancellation: If Comcast makes a telephone sale to any person outside of the prior or existing business relationship then there are requirements for either a written contract or delivery of a written notice of cancellation (specific format is set forth in the statute) to the consumer giving them 14 days to cancel the service.

- Pre-recorded messages: Non-sales calls are allowed only to customers.

- Call Monitoring: Kentucky is one party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: A telemarketer must, within the first 30 seconds, state his/her actual name, the seller’s name and phone number and the name of the city where the telemarketer is located, identify the services being offered, inquire whether the consumer is interested in listening to a sales presentation and immediately discontinue the solicitation if the consumer responds in the negative. Comcast is exempt when calling customers.

- No rebuttal rule: No provisions.

Louisiana: http://www.lpsc.org/solicitors.asp

- Registration: Comcast is exempt from registration as a business regulated by a local franchising authority or the FCC under the 1992 Cable Act.
- Do Not Call: Louisiana has a state list which must be purchased. Comcast has an exemption for a current established business relationship or prior relationship within 6 months of the call, but no exemption for inquiries. Scrub non-exempt calling lists against the state and federal lists.
- Disclosures required: With 25 seconds of the start of the call and at the conclusion of each call: Name and phone number of company.
- Calls are limited to Monday through Saturday between the hours of 8:00am and 8:00pm. No calls are permitted on Sundays or state holidays.
- Cancellation: No provisions.
- Pre-recorded messages: Non-sales calls are allowed to customers. All calls must include company name and phone number at the beginning and end. The phone number provided must be answered by a live representative who can provide information about the recorded message.
- Call Monitoring: Louisiana is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.
- Permission to continue: No provisions for live calls.
- No rebuttal rule: No provisions.

Maine: www.state.me.us

- Registration: Generally required; however, Comcast is exempt as having a permanent place of business in the state.
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Live calls are allowed 8am – 9pm. Pre-recorded non-sales messages are limited to weekdays between the hours of 9:00am and 5:00pm and are limited to one call per eight-hour period.
- Cancellation: No provisions that affect Comcast.

- Pre-recorded messages: Non-sales calls to customers are allowed.

- Call Monitoring: Maine is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Maryland: www.oag.state.md.us

- Registration: No

- Do Not Call: There is no Maryland state do not call list. This state has opted to use the FTC's DNC Registry and EBR exemptions.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls, except survey calls, are allowed to customers only. Survey calls are prohibited.

- Call Monitoring: Maryland is an all-party consent state. For employees, see Consent to be Monitored form in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Massachusetts: www.state.ma.us

- Registration: Not required.

- Do Not Call: Massachusetts state do not call list is merged with the National Registry and subject to the federal EBR exemptions. Use the federal 18-month limit for prior-relationship EBR.

- Required disclosures: Within the first minute: purpose of the call is to sell products/services, name of telemarketing company, name of seller (Comcast) and a description of services and their value.

- Time of Day Restrictions: Calls are limited to between 8 a.m. to 8 p.m.

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- Cancellation: For sales to persons outside of the above exemption, full disclosure of any refund or cancellation policy must be given.

- Pre-recorded messages: Non-sales calls allowed to customers only. Disconnect within 5 seconds.

- Call Monitoring: Massachusetts is an all-party consent state. Comcast has an "ordinary course of business" exemption as long as it obtains employee written consent to monitor. See Consent to be Monitored form in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Michigan: www.michigan.gov/ag

- Registration: No

- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions for existing and prior relationships within 12 months only (not 18 months). There is NO EBR exemption for inquiries.

- Time of Day Restrictions: Calls are limited to between 9 a.m. and 9 p.m.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls allowed to customers.

- Call Monitoring: Michigan is an all-party consent state. Obtain written employee consent to monitor. See Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Minnesota: www.commerce.state.mn.us

- Registration: No

- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.

- Disclosures required: Company name, purpose of call, kinds of services offered, all costs associated with the offer.

- Time of Day Restrictions: Calls are limited to between 9 a.m. and 9 p.m.
- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls are allowed to customers only. Calls must be terminated within 10 seconds after termination by the called party. Collection calls must be preceded by a live operator who discloses company name and collection agency, the fact that the message intends to solicit payment and obtains consent of debtor to hear the message.

- Call Monitoring: Minnesota is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Mississippi: www.ago.state.ms.us

- Registration: Generally required; however **Comcast is exempt** as a publicly traded company.

- Disclosure requirements: Rep must use true first and last name and disclose company on whose behalf the call is made.

- Do Not Call: Mississippi has a state do not call list which must be purchased. **Comcast is exempt** for an established business relationship or prior relationship within 6 months of the call or within 3 months of an inquiry.

- Time of Day Restrictions: Live calls are limited to between 8 a.m. and 8 p.m. and pre-recorded calls are limited to between 9 a.m. and 9 p.m. Calls on Sundays are prohibited.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls permitted to customers only.

- Call Monitoring: Mississippi is one party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: Any telephone solicitor who makes an unsolicited telephonic sales call to a residential telephone number shall discontinue the call immediately if at any time during the conversation the person being solicited expresses disinterest in continuing the call or sales presentation. However, Comcast is exempt as a cable television operator.

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Missouri: www.ago.state.mo.us

- Registration: No

- Do Not Call: Missouri has a state do not call list that is not merged with the federal Registry. Comcast is exempt as to a current business relationship or a prior relationship within 6 months of the call or within 3 months of an inquiry.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: Calls outside exemptions above must contain detail on refund or cancellations policies.

- Pre-recorded messages: Non-sales calls to customers are permitted, and the message must state that this is a recorded call at the outset of the call.

- Call Monitoring: Missouri is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

New Hampshire: www.state.nh.us

- Registration: Required. **No exemptions**.

- Do Not Call: There is no New Hampshire state do not call list. This state has opted to use the FTC's DNC Registry and EBR exemptions.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls to customers are permitted. Requires timely identification of company and purpose of call, and must disconnect within 30 seconds.

- Call Monitoring: New Hampshire is an all-party consent state. Comcast must obtain written employee consent to monitor. See Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

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New Jersey: www.state.nj.us

- Registration: Required.

- Disclosure requirement: All telemarketers making any telemarketing sales call to a New Jersey customer shall, within the first 30 seconds of such call, disclose all of the following information:
  1. The name of the person making the call;
  2. The name of the telemarketing entity making the call;
  3. The name of the person or entity on whose behalf the call is being made; and
  4. The purpose of the call

- Do Not Call: This state has opted to use the FTC's DNC Registry. EBR exemption applies to existing customers only. There is **no** exemption for prior customers or inquiries. New Jersey also specifically prohibits all telemarketing calls to mobile (cellular) phones.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls permitted to existing customers only.

- Call Monitoring: New Jersey is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

New Mexico: www.ago.state.nm.us

- Registration: No

- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions for existing customers and inquiries only. Note: a prior relationship within 12 months of the call (not 18 months) is exempt.

- Time of Day Restrictions: Calls are limited to between 9 a.m. and 9 p.m.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls allowed to customers only with customer consent.

- Call Monitoring: New Mexico is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

New York: www.ny.gov

Registration: Required, but Comcast is exempt as a business licensed in the state ships.

- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.

- Disclosures required: The following must be included at the beginning of the call or and prior to any request by the caller to release or provide personal or financial information: purpose of the call is to sell goods or services, the telemarketer's name and the person/company on whose behalf the call is made, the identity and cost of the goods or services.

- Calls can be made between the hours of 8:00am and 9:00pm.

- Cancellation: Sale can be cancelled until 3rd business day after the day on which the buyer has received written notice from the seller notifying of his right to cancel. This generally does not affect Comcast.

- Pre-recorded messages: Non-sales calls allowed to customers. At the beginning of call, the nature of the call and the name of the person on whose behalf the message is being transmitted must be stated; at end of such message, address and telephone number of person on whose behalf the message is transmitted is required.

- Call Monitoring: New York is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

North Carolina www.nocallsnc.com

- Registration: Required, but Comcast is exempt as a cable company.

- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.

- Disclosures required: At beginning of call, telephone solicitor must state identity of business initiating the call and identity of person making the call (and upon request, contact number or address). Telephone solicitor must inquire whether person called is over 18 years of age, and disconnect immediately if consumer purports to be under 18.

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- Calls can be made between the hours of 8:00am and 9:00pm.

- Cancellation: Sale can be cancelled until 3rd business day after the day on which the buyer has received written notice from the seller notifying of his right to cancel. This generally does not affect Comcast.

- Pre-recorded messages: Such calls allowed only under one or more of the following circumstances:
  • No part of the call is used to make a telephone solicitation and person making call identified person's name and contact info and the nature of the call.
  • Prior to playing recorded message, a live operator states the nature and length of message, and gets approval to play the message.
  • Call is in connection with debt-collection.
  • Call is placed by person with whom telephone subscriber has made an appointment (provided call only conveys info about appointment), or if used to convey info about network outages, interruptions in service, or to confirm restoration of service.

- Call Monitoring: North Carolina is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: If the telephone subscriber objects to the telephone solicitation, the solicitor shall terminate the call and promptly disconnect from the telephone line of the person called.

Ohio: www.ag.state.oh.us

- Registration: Generally required; however **Comcast is exempt** as a cable television services provider.

- Do Not Call: There is no Ohio state Do Not Call List. This state has opted to use the FTC's DNC Registry and EBR exemptions.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: Very lengthy and detailed requirements only if payment is asked for during the sales call. Otherwise, **Comcast is exempt** as a franchised provider of cable services.

- Pre-recorded messages: Non-sales calls are allowed to customers.

- Call Monitoring: Ohio is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Oregon: www.ornocall.com

- Registration: Generally required. **Comcast is exempt** as a cable television services provider.
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions, except inquiries. There is no exemption for inquiries.
- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.
- Cancellation: No provisions.
- Pre-recorded messages: Non-sales calls to customers only are allowed, only between 9am – 9pm, and the call must be disconnected within 10 seconds of the end of the message.
- Call Monitoring: Oregon is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.
- Permission to continue: Comcast has an exemption as a cable television operator for the following regulation: A person who solicits potential customers by telephone as a seller must, within thirty seconds after beginning the conversation, inquire whether the person being solicited is interested in listening to a sales presentation and immediately discontinue the solicitation if the person being solicited gives a negative response.
- No rebuttal rule: No specific provisions; however the "permission to continue" rule above may be interpreted as "no rebuttal. Either way, Comcast has an exemption as a cable television operator.

Pennsylvania: www.attorneygeneral.gov

- Registration: Generally required; however, Comcast is exempt as a business subject to federal regulation and franchise requirements.
- Do Not Call: Pennsylvania does have a state Do Not Call list. Comcast does have an exemption for current and prior customer relationship with the past 12 months, NOT 18 months as with federal rules. Scrub non-exempt calling lists against both the state and federal DNC lists.
- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m. No calls are allowed prior to 1:30pm on Sundays.
- Cancellation: No written contract required if any cancellation policies are disclosed by phone or on any materials delivered up installation.

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- Pre-recorded messages: Non-sales calls to customers only are allowed. At the beginning of each call, the following must be stated: Name, address and call-back number of caller, the nature of the message, and that it is a recorded message. Calls must be terminated within 10 seconds of the hang-up of the called party. Calls can be made 9am – 9pm Monday through Saturday, no calls before 1:30pm on Sunday.

- Call Monitoring: Pennsylvania is an all-party consent state. Comcast has a "business extension" exemption if recording and monitoring is done for quality control and training purposes, and Comcast obtains written employee consent to monitor calls. See Consent to be Monitored form in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: It is prohibited for a telemarketer to fail "to end a telemarketing solicitation call when the consumer indicates he wants to end the call." However, Comcast is exempt when calling a person with whom we have an existing business relationship.

South Carolina: www.scattorneygeneral.org

- Registration: No

- Do Not Call: There is no South Carolina state do not call list. This state has opted to use the FTC's DNC Registry and EBR exemptions.

- Time of Day Restrictions: Live calls are limited to between 8 a.m. and 9 a.m. and pre-recorded calls to between 8 a.m. and 7 p.m.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls to customers only are allowed, 8am – 7pm. The call must be disconnected immediately when the called party hangs up.

- Call Monitoring: South Carolina is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Tennessee: www.state.tn.us

- Registration: Generally required; however **Comcast is exempt** only to the extent that it calls persons with a current or prior business relationship.

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- Do Not Call: Tennessee does have a state do not call list that will not be merged with the National Registry. **Comcast has an exemption** for current and prior business relationships within a twelve (12) -month window. Applicable lists should be scrubbed against both the state list and the National Registry.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls to customers only are allowed.

- Call Monitoring: Tennessee is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Texas: www.texasnocall.com

- Registration: Generally required; however **Comcast is exempt** as a publicly traded company and as a provider of cable television service.

- Do Not Call: Texas has a state do not call list that will not be merged with the National Register. **Comcast has an exemption** for a current business relationship. Comcast also has an exemption for a prior business relationship only until either 12 months passes or the consumer gets on the state do not call list. Applicable lists should be scrubbed against both the state list and the National Registry.

- Time of Day Restrictions: Calls are limited to 9 a.m. to 9 p.m. Monday through Saturday and 12 p.m. to 9 p.m. on Sunday.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls to customers only are allowed. The following is required in script within the first 30 seconds of the call: Name, address and/or phone number of company, and the nature of the call.

- Call Monitoring: Texas is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Utah: www.attorneygeneral.utah.gov

- Registration: Generally required; however **Comcast is exempt** as a publicly traded company registered with the Securities and Exchange Commission.

- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Calls are limited to between 8am and 9pm. No calls allowed on Sunday or legal holidays.

- Cancellation: No provisions.

- Pre-recorded messages: Non-sales calls are allowed to existing customers only. Calls must be terminated within 25 seconds of the called party's hang-up.

- Call Monitoring: Utah is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions.

- No rebuttal rule: A telemarketer who makes an unsolicited call to a consumer must "discontinue the solicitation if the person being solicited gives a negative response at any time during the telephone call." However, Comcast is exempt for calls made to persons with whom we have an existing business relationship.

Vermont: www.sec.state.vt.us

- Registration: Required, but Comcast is exempt as a company already registered to do business in the state.

- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.

- No Vermont restrictions on time and frequency of calls.

- Cancellation: Three-day cancellation, but this generally does not affect Comcast.

- Pre-recorded messages: Non-sales calls allowed to customers only.

- Call Monitoring: No provisions.

- Permission to continue: No provisions.

- No rebuttal rule: No provisions.

Virginia: www.oag.state.va/us
- Registration: No
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.
- Cancellation: No provisions.
- Pre-recorded messages: Non-sales calls allowed to customers only. Disconnect within 5 seconds.
- Call Monitoring: Virginia is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.
- Permission to continue: No provisions.
- No rebuttal rule: No provisions.

Washington: www.wa.gov/ago
- Registration: Generally required; however **Comcast is exempt** as a provider of cable television services.
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.
- Cancellation: Provisions, but **Comcast is exempt** as a provider of cable television services.
- Pre-recorded messages: Non-sales calls allowed to customers only. Company, phone number and purpose of call must be revealed in the call. Call must be disconnected within 2 seconds of the called-party's hang-up.
- Call Monitoring: Washington is an all-party consent state. Comcast must obtain employee written consent to monitor (see form in Chapter XIII) and route all calls through a message that calls may be monitored.

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- Permission to continue: No provisions.
- No rebuttal rule: If a prospect indicates he does not wish to continue the conversation within the first minute of the phone call, then the solicitor must terminate the call within 10 seconds. However, Comcast is exempt as a cable television operator in the state.

West Virginia: www.state.wv.us
- Registration: Generally required; however, **Comcast is exempt** as a provider of cable television services.
- Do Not Call: This state has opted to use the FTC's DNC Registry and EBR exemptions.
- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.
- Cancellation: Comcast must have a cancellation/refund policy that is available orally or in written form on advertising materials and delivery paper (work order).
- Pre-recorded messages: Non-sales calls allowed to customers only.
- Call Monitoring: West Virginia is a one-party consent state. Employees must sign Consent to be Monitored form found in Chapter XIII.
- Permission to continue: No provisions.
- No rebuttal rules: N o provisions.

Wisconsin: www.nocall.wisconsin.gov

- Registration: Required. Comcast has **no** exemptions.

- Do Not Call: Wisconsin has a state do not call list that will not be merged with the National Registry. **Comcast has an exception** for a current existing business relationship. There is no exemption to call prior customers. Applicable lists should be scrubbed against both the state list and the Federal Registry.

- Time of Day Restrictions: Calls are limited to between 8 a.m. and 9 p.m.

- Cancellation: Comcast must reveal its any cancellation/refund policy during any call in which such policy is mentioned.

- Pre-recorded messages: Non-sales calls permitted to customers.

- Call Monitoring: Wisconsin is a one-party state. Employees must sign Consent to be Monitored form found in Chapter XIII.

- Permission to continue: No provisions

- No rebuttal rule: No provisions.

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II. The Comcast Do Not Call Policy

Companies that conduct telemarketing campaigns are required to create and maintain a Do Not Call Policy. The Policy for Comcast can be found on the next page.

The Do Not Call Policy must be provided to anyone who requests it, including subscribers and non-subscribers. Please note that the Comcast Privacy Policy does NOT include the Comcast Do Not Call Policy, and that they are separate documents.

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THE COMCAST DO-NOT-CALL POLICY *reviewed & revised 11/4/09*

The following sets forth Comcast's policy for creating, maintaining and complying with "do not call" (DNC) requests. A copy of this Policy shall be made available immediately upon request.

A. In conducting telemarketing campaigns, Comcast, or its third party telemarketing vendor, as the case may be, shall establish and maintain a company-specific DNC List, which shall include those customers and potential customers who have directly requested to Comcast, or its telemarketing vendor, that they not be telemarketed. The individuals on this Comcast DNC List shall be excluded from any future telephone solicitations for the sale of Comcast products and services.
    1. To implement DNC requests, Comcast or its telemarketing vendor must (1) record each DNC request, regardless of the form in which such request is made, and (2) place the requestor's telephone number on the DNC List at the time such DNC request is made. The process of recording a DNC request and deleting a requesting person's telephone number from Comcast's telemarketing lists will be completed as expeditiously as possible, but in no event longer than thirty (30) days.
    2. Comcast and its third party telemarketers shall maintain records of DNC requests for a minimum of two (2) years.
    3. Any DNC request shall be taken as a request for all campaigns going forward, not just the current campaign giving rise to the call, unless otherwise specified or requested by the consumer.
    4. A request to be placed on the Comcast Do Not Call List will be honored for as long as the telephone number provided by the consumer remains active and connected with the same consumer.

B. Comcast shall not telemarket to consumers' phone numbers registered with the Federal DNC List or State DNC Lists, unless Comcast has an "existing business relationship" with the consumer, as defined in the relevant statute and allowed by the FTC, FCC or the State. However, once a consumer with an existing business relationship with Comcast requests directly to Comcast or its telemarketing vendor to be placed on the Comcast DNC List, that consumer shall be placed on the Comcast DNC List as noted above in A.1, and will not receive future telemarketing sales calls from Comcast or its telemarketing vendor.
    1. When calling consumers with whom we have an existing business relationship, Comcast shall use the phone number provided by the consumer as the primary contact telephone number which is located in the customer's billing account.
    2. Comcast or its telemarketing vendor shall update its DNC List in accordance with the requirements of all applicable Federal and State law. Comcast shall incorporate the Federal and applicable State DNC Lists as frequently as required.

C. All outbound pre-recorded sales calls are prohibited. All pre-recorded non-sales, or informational, calls regarding the Comcast customer's current account or level of service are allowed and shall comply with state and federal laws governing such calls. If a state has no provision for automated calls, federal law will apply.

D. All personnel engaged in any aspect of telephone solicitation must be informed of and trained in the existence and use of the DNC List and Comcast policies and procedures with regard to DNC requests.

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III. Responsibilities for Compliance

Compliance with telemarketing laws means:

- You have established written procedures to comply with all telemarketing laws and regulations, including Do Not Call laws.
- You've trained all appropriate personnel in these procedures. Online training is available through the Learning Management System (LMS) in Comcast University. **TRAINING IS REQUIRED** for all employees in Customer Care, Sales and Marketing, Telemarketing, ESL, Public Relations, and anyone else who may take a Do Not Call request or uses telemarketing. Frequency of training:
    - New Hires
    - Annual for all other employees
- You correctly maintain a Comcast-specific DNC List. Comcast does through a tool called DNCSolution, managed by a company called PossibleNOW.
- You (and/or your telemarketing vendors) scrub against all appropriate DNC Lists before calling.
- You keep records of all telemarketing activities and campaigns.
- You designate a DNC Specialist.

To do this:

1. Marketing Management must identify a DNC Specialist for your site or multiple sites. It is recommended this person be a Telemarketing or Marketing Manager or Coordinator. The DNC Specialist will:
    a. Work with appropriate management to ensure all appropriate personnel are trained on DNC policies and procedures. This must include internal Comcast outbound call centers, inbound call center Customer Care, and 3rd party vendors.
    b. Be familiar with state and federal telemarketing laws
    c. Be trained at the Manager-authorization level with DNCSolution.
    d. Scrub current outbound lists weekly against the Comcast DNC List, every 2 weeks against the cell phone list and every 30 days against the federal Registry and/or state lists, as applicable.
2. The IT Department, Marketing Management and Customer Care Management must ensure that appropriate personnel are able to honor DNC requests made through either a desktop link called DNC Manager or directly into DNCSolution. This includes CAEs and management, telemarketing and direct sales departments, and anyone who receives requests for DNC status. Customer billing records no longer are coded for DNC, although other kinds of privacy codes still exist (such as Do Not Mail).

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3. Marketing Management must ensure that calling lists for all outbound telemarketing campaigns are
    a. Scrubbed to remove all accounts coded for DNC, as appropriate
    b. Scrubbed against the Comcast National DNC List, housed in DNCSolution.com
    c. Scrubbed against any other list, if appropriate
4. Customer Service Management and Marketing Management must ensure that the Comcast Do Not Call Policy is sent to all who request a copy. NOTE: Comcast's Privacy Policy DOES NOT include the Do Not Call Policy. These are separate documents.
5. All outbound sales calls made by or on behalf of Comcast are subject to telemarketing laws, policies and procedures. This includes, but may not be limited to, calls made by internal outbound call centers, calls made by direct sales ("door-to-door") representatives, and calls made by retention departments of call centers in Customer Care.

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IV. Telemarketing Campaigns and Do Not Call Lists

NOTE: As of early 2009, Do Not Call no longer is coded within Comcast billing systems. The Comcast Do Not Call List, located at www.dncsolution.com will be the single location for all numbers on the Comcast Do Not Call List.

LISTS CREATED AND WORKED BY INTERNAL OUTBOUND CENTERS OR 3RD PARTY OUTBOUND TELEMARKETING VENDORS

The approved process for creating and updating a telemarketing list is as follows: (1) Comcast sites generate calling lists for outbound telemarketing based on campaign and targeting requirements; (2) This list is then sent to the internal outbound center or 3rd party vendor, to whom we have given the responsibility of "scrubbing" the list against appropriate state and federal Do Not Call lists, cell-phone filters and the Comcast National Do Not Call List; and (3) Each week or more often, each vendor or internal site sends this list to DNCSolution.com, which houses the Comcast National Do Not Call List (see Chapter V).

As set forth in Chapter VI, before using any third party telemarketing vendor, you must first ensure that the company is on the Comcast Approved Telemarketing Vendor List and has fully executed a Master Agreement with Comcast. To start a telemarketing campaign, a Record Of Campaign (ROC) must be completed and signed by both the Comcaster and the telemarketing vendor. The ROC includes specific campaign information and objectives, including invoice estimates, as well as agreed-upon Do Not Call and other compliance procedures. The ROC also allows campaign call-level data to be sent to the Comcast Outbound Universal Reporting Tool (COURT), required for all campaigns. Finally, all telemarketers must be fully trained in Comcast do-not-call policies and applicable state and federal telemarketing laws.

FREQUENCY OF CALLING

To maximize the success of outbound telemarketing as a sales tactic, the following is Comcast policy for telemarketing campaigns. This policy will also minimize request for Do Not Call status.

1. A phone number should be included on only one campaign list per quarter.
2. In each separate campaign, a phone number should be dialed no more than 2 times per day, once during daytime hours and once in the evening.
3. In each separate campaign, a phone number should be dialed no more than 15 times.

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STATE DO NOT CALL LISTS

Many states have created and continue to maintain a state Do Not Call list as part of the overall telemarketing law. In addition, many states have merged their lists into the federal Do Not Call Registry. All telemarketers doing business in or calling to a state with telemarketing laws are required to know and comply with these laws. This includes abiding by the state's Do Not Call list (subject to any applicable exemptions). Failure to do so could result in substantial fines.

Comcast telemarketing vendors all subscribe to state lists, with most doing so through DNCSolution.com, an Internet site to which we also subscribe. DNCSolution is explained and discussed further in Chapter V.

Comcasters with telemarketing responsibility should be familiar with the applicable laws in their state(s). For instance, most states allow telemarketers to call consumers with whom they have an existing business relationship (EBR), even if the consumer is on the state or federal do-not-call list. However, some states define this exemption to be more restrictive than federal regulations. **Please be aware, though, that if a consumer has asked us directly to be placed on our Comcast do-not-call list, we must NOT call this consumer.** See Chapter I for specific state information. Comcast Telemarketing at HQ or the Legal Department will update this information as needed.

THE FEDERAL DO NOT CALL REGISTRY

In 2003, The Federal Trade Commission (FTC) and the Federal Communications Commission adopted rules that create a federal Do Not Call Registry (see Chapter I). Consumers have been registering their phone numbers on this list since July 2003. Comcast, as well as our vendors, are required to scrub all appropriate telemarketing lists against this list. The FTC enforces the use of the list.

Many states have agreed to move their Do Not Call Lists into the Federal Registry, and consumers in those states will not be required to register separately for the federal list.

You may also refer to the Federal Trade Commission website for the most up-to-date information on the federal Telemarketing Sales Rule:
www.ftc.gov/bcp/codline/edcams/donotcall

To register for the national DNC list: www.donotcall.gov or 1-888-382-1222.

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THE COMCAST NATIONAL DO NOT CALL LIST

The Comcast National Do Not Call List is housed online at www.dncsolution.com. This is a web-based product developed and maintained by a company called PossibleNow.

Comcasters with telemarketing responsibilities, as well as 3rd party vendors who subscribe to DNCSolution, are able to scrub all calling lists against the Comcast National List via the Internet. Every telemarketing list must be scrubbed against the internal Comcast Do Not Call list at the start of a campaign and weekly throughout the campaign.

Calling cell phones: Sales calls to existing customer cellular phones are allowed under the following conditions:

1. The customer has provided the cell phone number directly to Comcast as the primary contact number for that customer
2. The cellular phone number is not on the internal Comcast Do Not Call list.

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V. DNCSolution and The Comcast National Do Not Call List

THE COMCAST NATIONAL DO NOT CALL LIST

The objective of a National List is to accumulate all requests to the Comcast internal Do Not Call lists into one repository, including those collected by Comcast employees or by approved and designated third-party vendors.

The Comcast National Do Not Call List is housed online at www.dncsolution.com. This is a web-based product developed and maintained by a company called PossibleNow. This list will contain the phone numbers of all individuals who have asked Comcast directly that they not be called. There will be no distinction among product lines on this list, which includes Video, High Speed Data, and Digital Voice requests. Please note that the Comcast National DNC List does not include state and federal lists; these are separate lists that are accessible via www.dncsolution.com.

In addition to scrubbing, as applicable, against State and Federal Do Not Call Lists, telemarketing managers should scrub all outbound calling lists against the Comcast National Do Not Call List, as well as filter out cell phone numbers and ported landline-to-cell numbers when appropriate. Comcasters can access this List, once authorized to do so. Managers will be able to scrub calling lists and to enter additional phone numbers of consumers – both subscribers and non-subscribers – who request do-not-call status directly from Comcast.

Comcast internal outbound centers are required to scrub all lists at DNCSolution. In the past, this was applicable even if accounts coded for Privacy within the billing system have already been deleted from the lists. There were often phone numbers on the Comcast DNC List at DNCSolution which have not been coded in the billing system. As of early 2009, billing records will not be coded for DNC and all phone numbers on new requests must be uploaded directly into the Comcast list at DNCSolution.

All of our approved 3rd party telemarketing vendors already subscribe to DNCSolution. All vendors are able to upload any new requests for do-not-call directly into the Comcast List, and they should do so **at least once a week during every campaign.**

Those vendors who do not subscribe to DNCSolution are not authorized to scrub calling lists against the Comcast List. As a result, individual Comcast systems must do this prior to sending a list to the vendor.

Adding to and Maintaining the list

For a DNC Specialist managing a telemarketing campaign:
As individual DNC phone numbers are collected, these numbers should be added to DNCSolution by uploading to DNCSolution.com and appending them to the Comcast National Do Not Call List. This can be done in a list format of many numbers or a single entry. This process takes a few minutes and there is no cost to Comcast.

For a Customer Account Executive (CAE) or other Comcaster receiving an individual request for Do Not Call:
See Chapter IX for specific procedures and requirements. Comcasters who can take DNC requests should be authorized to add or check a number on the Comcast DNC List.

Consumers requesting Do Not Call status should always be informed that the request will be honored as quickly as possible, but in no more than 30 days, which is allowable by law. In that time, it is possible the consumer would receive other calls.

Using DNCSolution.com to scrub lists

DNCSolution can be utilized to scrub/eliminate the numbers on the state and Comcast internal DNC lists. When you (or a vendor) receive a list ready to be scrubbed, you will upload that list at www.dncsolution.com. All the DNC matches will be either removed or flagged, thus preventing the violations before they happen prior to loading them into your dialers. DNCSolution charges for records scrubbed, and National Telemarketing / Sales Operations absorbs this cost.

In order to scrub lists using DNCSolution, you will need to be an active user at the “Manager” level. Once you are authorized as a Manager, you are able to upload text files from any location on your PC to DNCSolution. This process takes a few minutes.

DNCSolution provides us with real-time processing for DNCs. This product is user friendly and should be a standard part of every outbound telemarketing effort. The contact at DNCSolution for Comcast is Bjorn “BJ” Neider at 1-800-585-4888.

For additional information, contact Jane Bulman, Executive Director, National Teleservices, at 215-286-8646 or jane_bulman@cable.comcast.com.

VI. Vendor Agreements and Relationships

Agreements

Under federal and state law, Comcast has ultimate responsibility for all telemarketing activities undertaken on its behalf by third party telemarketers. In addition, certain legal defenses that may be available to Comcast in response to alleged telemarketing violations may only be used in the event that the telemarketing vendor has fully trained its employees in compliance with the telemarketing laws. Finally, in the event that there is legal liability for Comcast based upon the actions of our telemarketing vendor, our ability to recover the costs of such liability from the vendor may depend upon the specific provisions of our agreement.

Therefore, no outbound telemarketing vendor may be retained by Comcast unless that vendor has been approved for use by Comcast Legal and the Executive Director, National Telemarketing Services, and each vendor must execute the corporately approved Master Telemarketing Agreement (the "Master Agreement"). The Master Agreement will be negotiated and signed at the national level. Upon full execution of the Agreement, the vendor will be placed on the Approved Telemarketing Vendor List.

Vendors are required to be fully compliant with applicable laws as well as Comcast policies and procedures. To ensure compliance, Comcast requires:

- A monthly compliance audit which compares phone numbers dialed with numbers on DNC Lists to ensure calls were compliant. Any discrepancies or potential issues are discussed and remediated immediately.
- Ongoing monitoring of actual sales calls, measured against Comcast Quality Standards
- Regular review of abandoned call activity and other compliance requirements
- By April 30, 2010, achievement of the **American Teleservices Association Self Regulatory Organization (ATA-SRO) Seal of Accreditation**

The Comcast manager responsible for each campaign utilizing an approved vendor must articulate in writing all campaign objectives and procedures. This will be accomplished using the Record Of Campaign (ROC) form, signed by both parties. Included in the ROC are:

- **Campaign objectives, including, but not limited, to: target, offer, rates, invoice estimate, performance expectations, campaign duration.**
- **An agreed-upon phone number to be used during the campaign for the Abandoned Call recorded message and for Caller ID. Ensure the vendor can provide this. This number must be able to be answered - either live or via voicemail - and requests for Do Not Call honored.**
- **An agreed-upon script for responding to customers on a state or federal DNC List, but not on the Comcast internal list.**

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- **An agreed-upon schedule for pre- and mid-campaign scrubs against the Comcast internal Do Not Call List. Recommended scrubbing schedule is once per week during the entire duration of the campaign, but can be more often.**
- **An agreed-upon process for transmitting newly-requested Do Not Call requests so that they are entered into the Comcast internal DNC list at DNCSolution.com.**

In addition, all scripts must be approved by the Comcast Legal department.

Vendor Relationships

Communication with vendors before, during and after campaigns goes beyond closing sales, and is crucial to ensure compliance with telemarketing laws.

Before a campaign: Be clear with the vendor which target list is to be called, and how the list should be scrubbed prior to calling. For instance, if you are calling current customers to upgrade them, and you are in a state with an exemption for an Existing Business Relationship, the list should be scrubbed against the Comcast National List, but does not need to be scrubbed against the state or federal list. If you are calling cell phones, the cell phone number must be the one provided by the Comcast customer as a primary contact.

If, however, you are calling non-subscribers, the vendor must scrub against the Comcast list and the cell-phone filter, as well as the state and federal lists.

During a campaign: The vendor should re-scrub against the Comcast National DNC List at least once every week during the campaign's duration to ensure the most up-to-date requests are deleted from any calling lists.

Lists shall be scrubbed against the wireless and ported number lists once every 15 days and, if applicable, once every 30 days against the federal and/or state lists.

Note that PossibleNow, the company which maintains the Comcast DNC List, offers a service called DNCNotification, which will notify subscribers to it of newly added DNC phone numbers. You should also discuss with the vendor setting up a process to have the vendor send any DNC requests gathered during the campaign to you for coding regularly during the campaign, and at least once per week. The specific process should be articulated in writing for each campaign.

Caller ID implication: Often, a call recipient does not answer the phone when we or a vendor calls, but notes the number and calls it back. At this time, the consumer may be calling to determine who called and why and/or to request placement on the company-specific Do Not Call List. Often, the call is made to 1-800-COMCAST and routed into one of our Call Centers. If a CAE adds the number to the Comcast DNC List, the number should be scrubbed out of any future lists within the next 7 days. However, it is important that the CAE tells the customer that the customer may still receive calls within the next 30 days.

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VII. INTERNAL OUTBOUND CALL CENTERS

A number of Comcast regions or local offices maintain their own outbound call centers. While these centers are smaller than the vendors we utilize, the rules, regulations, policies and procedures are the same as for the vendors. The Comcast manager responsible for each campaign utilizing an internal outbound call center should articulate in writing all campaign objectives and procedures. Centers should use the Record Of Campaign (ROC) document as our vendors do. Federal law requires that this information is stored for 24 months. All campaign details should be in writing and include the following:

- **Campaign objectives, including, but not limited, to: target, offer, rates, performance expectations, campaign duration.**
- **An agreed-upon phone number to be used during the campaign for the Abandoned Call recorded message (when using a predictive dialer) and for Caller ID. This number must be able to be answered - either live or via voicemail - and requests for Do Not Call honored.**
- **An agreed-upon script for responding to customers on a state or federal DNC List, but not on the Comcast internal list.**
- **An agreed-upon schedule for pre- and mid-campaign scrubs against the Comcast internal Do Not Call List. The scrubbing schedule must be once per week during the entire duration of the campaign, but can be more often.**
- **An agreed-upon process for transmitting newly-requested Do Not Call requests so that they are entered in the Comcast DNC List at DNCSolution.com.**

As noted previously, all campaign details, including actual calls made, must be stored for 24 months.

The management – including supervisors and leads -- of an internal Comcast outbound center is also responsible to ensure compliance with telemarketing laws, in addition to meeting sales goals. This includes scrubbing the list against the Comcast DNC List housed at www.DNCSolution.com.

Before a campaign: Be clear which target list is to be called, and how the list should be scrubbed prior to calling. For instance, if you are calling current customers to upgrade them, and you are in a state with an exemption for an Existing Business Relationship, the list should be scrubbed against the Comcast National List, but does not need to be scrubbed against the state or federal list. If, however, you are calling non-subscribers, the vendor must scrub against the Comcast list and the cell-phone filter, as well as the state and federal lists.

IN ALL CASES, BE SURE TO SCRUB THE LIST AT WWW.DNCSOLUTION.COM. This will ensure all requests for DNC are honored.

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During a campaign: Re-scrub against the Comcast National DNC List at least once every week during the campaign's duration to ensure the most up-to-date requests are deleted from any calling lists.

Lists shall be scrubbed against the wireless and ported number lists once every 15 days and, if applicable, once every 30 days against the federal and/or state lists.

Note that PossibleNow, the company which maintains the Comcast DNC List, offers a service called DNCNotification, which will provide notification of newly added DNC phone numbers specific to an active list. Comcast subscribes to this service and all internal outbound centers should utilize DNCNotification.

Frequency of calling:
To maximize the success of outbound telemarketing as a sales tactic, the following is Comcast policy for telemarketing campaigns. This policy will also minimize request for Do Not Call status.

1. A phone number should be included on only one campaign list per quarter.
2. In each separate campaign, a phone number should be dialed no more than 2 times per day, once during daytime hours and once in the evening.
3. In each separate campaign, a phone number should be dialed no more than 15 times.

Caller ID implication: Often, a call recipient does not answer the phone when we or a vendor calls, but notes the number and calls it back. At this time, the consumer may be calling to determine who called and why and/or to request placement on the company-specific Do Not Call List. Often, the call is made to 1-800-COMCAST and routed into one of our inbound Call Centers. A CAE must be prepared for these calls and this may include honoring a new DNC request.

Monthly Compliance Audit
Comcast requires all internal outbound telemarketing operations to be monitored monthly for compliance with applicable telemarketing rules and procedures. This includes:

- A monthly compliance audit which compares phone numbers dialed with numbers on DNC Lists to ensure calls were compliant. Any discrepancies or potential issues are discussed and remediated immediately. This is accomplished through a company called CompliancePoint.
- Regular review of abandoned call activity (when using a predictive dialer)
- Regular review of training of appropriate personnel

VIII. Inbound requests for DNC

Each inbound Call Center must have a DO NOT CALL process in place. The goal of this process is to ensure that all requests made by consumers – whether they are subscribers or non-subscribers -- for do-not-call status are fulfilled. Failure to comply could result in financial penalties imposed by state and/or federal laws. All CAEs should be properly trained on procedures.

Any Comcast employee who takes a DNC request from a consumer must be authorized to add phone numbers to the Comcast Do Not Call list via a desktop tool called Do Not Call Manager. If authorization is needed, the employee must submit a ticket through Self Service. To access the Do Not Call Manager, please follow the procedure for the specific billing application: either Comtrac/Amdocs or ACSR/CSG. These procedures can be found in Chapters IX and X.

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IX. AMDOCS/COMTRAC DNC Procedures

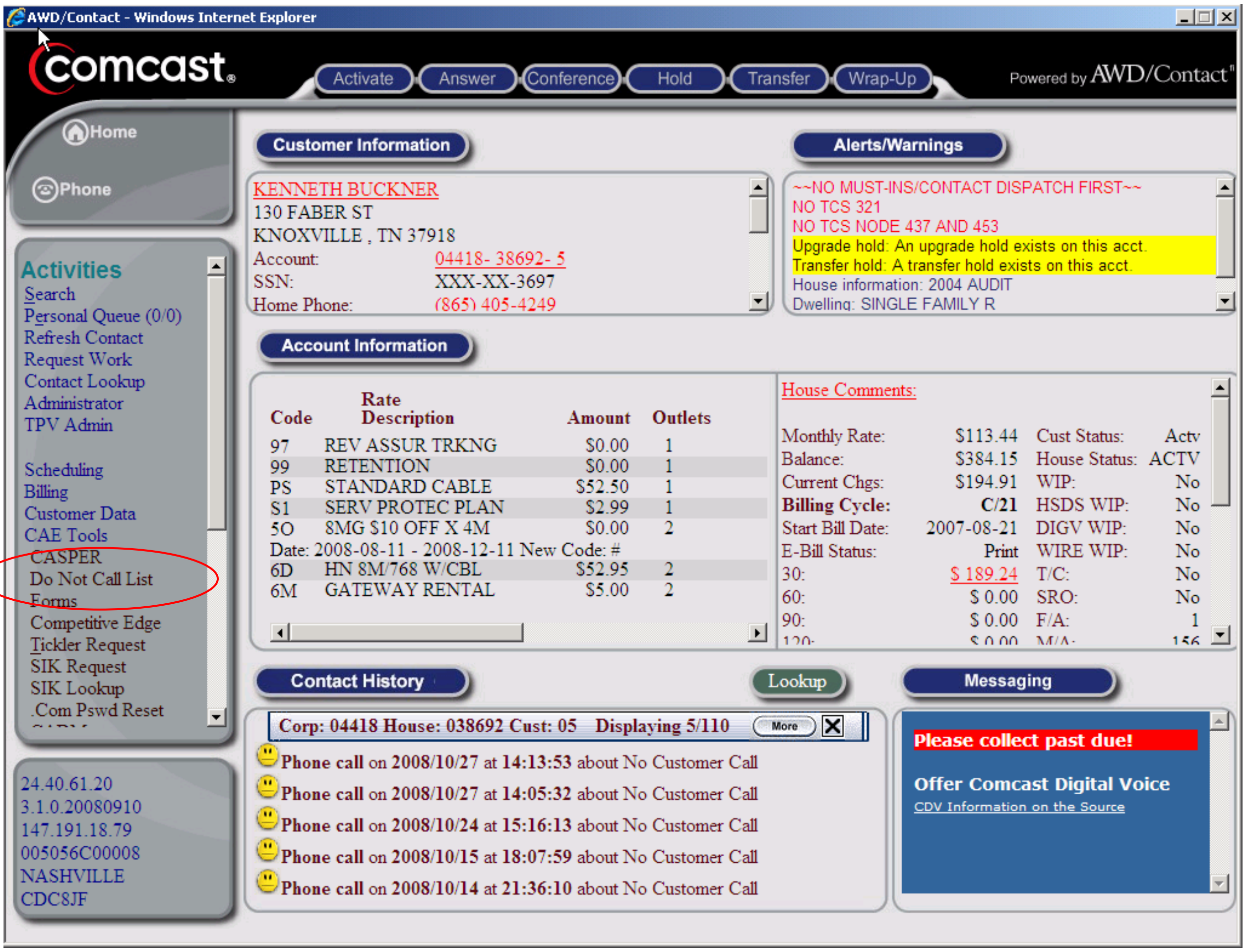
NOTE: No DNC coding can be placed on subscriber accounts for Do Not Call. All requests for DNC from customers and non-subscribers alike will be entered directly into the Comcast DNC List. Privacy codes will change for other types of privacy, such as Do Not Mail. Coding the account will NOT add a customer's phone number to the DNC List – you must use the procedure below. The new privacy codes for Amdocs/Comtrac will be:

CustMail code	Comtrac Option
B	Do Not Mail
D	No Bill Inserts
F	Do Not Knock
H	Do Not Knock or Mail
L	Do Not Disclose
X	Do Not Mail, Insert or Knock

Here is the procedure for all Comtrac / Amdocs markets:

To honor a Do Not Call request from a consumer, do not code an account. You must do the following:

1. Assure the consumer that the request will be honored as quickly as possible, but definitely within 30 days. It is possible, but not likely, that the consumer may still be on a calling list and get a call within the next 30 days.
2. Ask for and/or confirm the phone number to be added to the Comcast Do Not Call list.
3. Be sure the consumer understands that Comcast may still call the consumer regarding information on services currently subscribed to, but the consumer will not receive sales calls once the number is on the Comcast DNC List. (See scripts in Section XI).
4. Click the "Do Not Call List" link from the left navigation bar:



AWD/Contact - Windows Internet Explorer
comcast
Activate
Answer
Conference
Hold
Transfer
Wrap-Up
Powered by AWD/Contact
Home
Phone
Customer Information
KENNETH BUCKNER
130 FABER ST
KNOXVILLE , TN 37918
Account: 04418- 38692- 5
SSN: XXX-XX-3697
Home Phone: (865) 405-4249
Alerts/Warnings
~~NO MUST-INS/CONTACT DISPATCH FIRST~~
NO TCS 321
NO TCS NODE 437 AND 453
Upgrade hold: An upgrade hold exists on this acct.
Transfer hold: A transfer hold exists on this acct.
House information: 2004 AUDIT
Dwelling: SINGLE FAMILY R
Activities
Search
Personal Queue (0/0)
Refresh Contact
Request Work
Contact Lookup
Administrator
TPV Admin
Scheduling
Billing
Customer Data
CAE Tools
CASPER
Do Not Call List
Forms
Competitive Edge
Tickler Request
SIK Request
SIK Lookup
.Com Pswd Reset
Account Information
Code Rate Description Amount Outlets
97 REV ASSUR TRKNG $0.00 1
99 RETENTION $0.00 1
PS STANDARD CABLE $52.50 1
S1 SERV PROTEC PLAN $2.99 1
5O 8MG $10 OFF X 4M $0.00 2
Date: 2008-08-11 - 2008-12-11 New Code: #
6D HN 8M/768 W/CBL $52.95 2
6M GATEWAY RENTAL $5.00 2
House Comments:
Monthly Rate: $113.44 Cust Status: Actv
Balance: $384.15 House Status: ACTV
Current Chgs: $194.91 WIP: No
Billing Cycle: C/21 HSDS WIP: No
Start Bill Date: 2007-08-21 DIGV WIP: No
E-Bill Status: Print WIRE WIP: No
30: $ 189.24 T/C: No
60: $ 0.00 SRO: No
90: $ 0.00 F/A: 1
Contact History
Lookup
Messaging
Corp: 04418 House: 038692 Cust: 05 Displaying 5/110
More
Phone call on 2008/10/27 at 14:13:53 about No Customer Call
Phone call on 2008/10/27 at 14:05:32 about No Customer Call
Phone call on 2008/10/24 at 15:16:13 about No Customer Call
Phone call on 2008/10/15 at 18:07:59 about No Customer Call
Phone call on 2008/10/14 at 21:36:10 about No Customer Call
Please collect past due!
Offer Comcast Digital Voice
CDV Information on the Source
24.40.61.20
3.1.0.20080910
147.191.18.79
005056C00008
NASHVILLE
CDC8JF

A new window will open taking the user to the DNC website.

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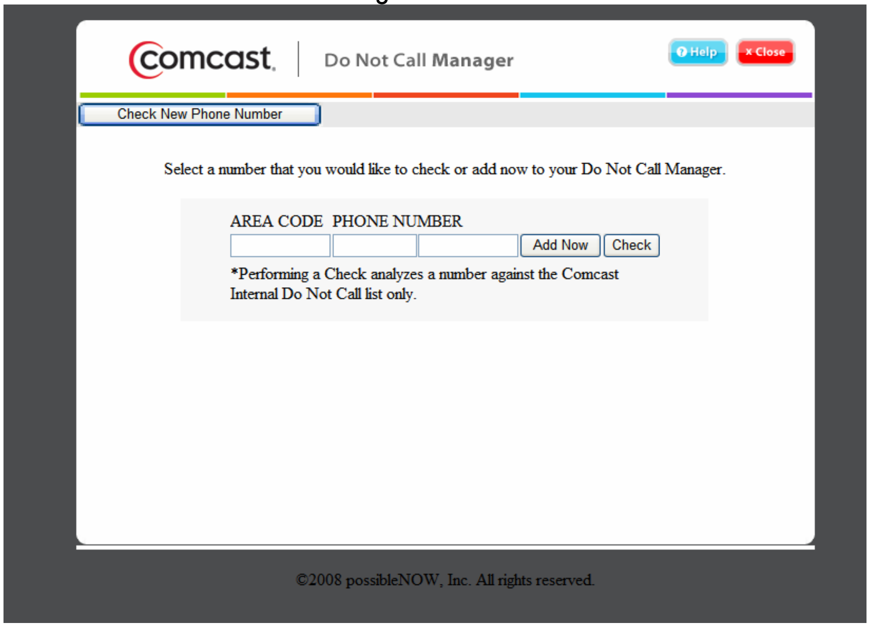
**Once the "Do Not Call" link is clicked upon you will be brought to the Do Not Call Application. Please follow the below directions for entering this information.

Agent Screen


comcast.
Do Not Call Manager
Help
Close
Check New Phone Number
Select a number that you would like to check or add now to your Do Not Call Manager.
AREA CODE PHONE NUMBER
Add Now
Check
*Performing a Check analyzes a number against the Comcast Internal Do Not Call list only.
©2008 possibleNOW, Inc. All rights reserved.

TO ADD A PHONE NUMBER TO COMCAST'S DO NOT CALL LIST:

1. Enter the 10 digit phone number, including area code. (tabs are not necessary, cursor will automatically move to the next field)
2. Click "Add Now"

When the "Add" option is selected, the customer's phone number will be put into a queue to be added to Comcast's Do Not Call list. This function also returns a confirmation message letting the agent know the number has been submitted.

TO CHECK TO SEE IF A PHONE NUMBER HAS BEEN ADDED TO COMCAST'S DO NOT CALL LIST:

1. Enter the 10 digit phone number, including area code. (tabs are not necessary, cursor will automatically move to the next field)
2. Click "Check"

If Customer is already on Comcast's Do Not Call List – "ON" will appear in the second column and the date the number was added will appear in the third column.

Phone Number Check Results			
Phone Number	ON/OFF	DNC Request Date	Add/Update DNC Request
XXX-XXX-XXXX	ON	07/17/2008	Update

If Customer is not on Comcast's Do Not Call List – "OFF" will appear in the second column and the date the number was added will appear in the third column. Add the customer's phone number by clicking the "Add" button in the last column

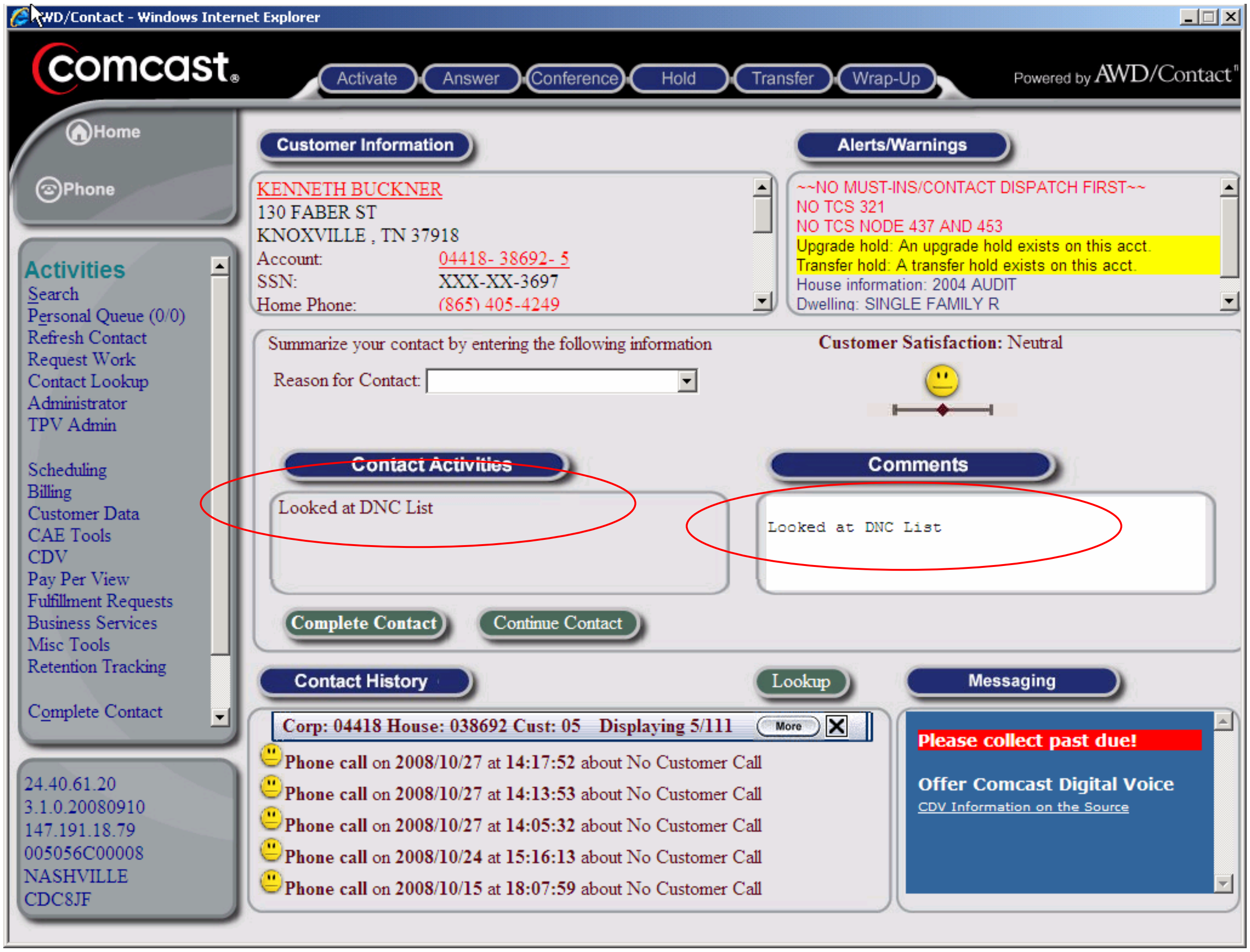
Phone Number Check Results			
Phone Number	ON/OFF	DNC Request Date	Add/Update DNC Request
XXX-XXX-XXXX	OFF		Add

TO REMOVE A PHONE NUMBER THAT HAS BEEN ADDED TO COMCAST'S DO NOT CALL LIST IN ERROR (OR AT THE CUSTOMER'S REQUEST):

Send an email to support@possiblenow.com stating that a number has been accidentally loaded OR the customer has requested it to be removed. The PossibleNOW support division will have the number removed within 24 hours. DO NOT SEND AN EMAIL TO POSSIBLENOW TO ADD A NUMBER> FOLLOW THE PROCEDURES HERE.

“Help” instructions are available by clicking the “Help” button in the top-right corner of the screen.

Please note that you will only be able to add a number to or check a number in the Comcast Do Not Call list, and not the federal Do Not Call Registry or a state Do Not Call list. For this, a consumer must contact the appropriate entity.


AWD/Contact - Windows Internet Explorer
comcast.
Activate
Answer
Conference
Hold
Transfer
Wrap-Up
Powered by AWD/Contact
Home
Phone
Customer Information
KENNETH BUCKNER
130 FABER ST
KNOXVILLE , TN 37918
Account: 04418- 38692- 5
SSN: XXX-XX-3697
Home Phone: (865) 405-4249
Alerts/Warnings
~~NO MUST-INS/CONTACT DISPATCH FIRST~~
NO TCS 321
NO TCS NODE 437 AND 453
Upgrade hold: An upgrade hold exists on this acct.
Transfer hold: A transfer hold exists on this acct.
House information: 2004 AUDIT
Dwelling: SINGLE FAMILY R
Activities
Search
Personal Queue (0/0)
Refresh Contact
Request Work
Contact Lookup
Administrator
TPV Admin
Scheduling
Billing
Customer Data
CAE Tools
CDV
Pay Per View
Fulfillment Requests
Business Services
Misc Tools
Retention Tracking
Complete Contact
Summarize your contact by entering the following information
Reason for Contact:
Customer Satisfaction: Neutral
Contact Activities
Looked at DNC List
Comments
Looked at DNC List
Complete Contact
Continue Contact
24.40.61.20
3.1.0.20080910
147.191.18.79
005056C00008
NASHVILLE
CDC8JF
Contact History
Lookup
Messaging
Corp: 04418 House: 038692 Cust: 05 Displaying 5/111
More
Phone call on 2008/10/27 at 14:17:52 about No Customer Call
Phone call on 2008/10/27 at 14:13:53 about No Customer Call
Phone call on 2008/10/27 at 14:05:32 about No Customer Call
Phone call on 2008/10/24 at 15:16:13 about No Customer Call
Phone call on 2008/10/15 at 18:07:59 about No Customer Call
Please collect past due!
Offer Comcast Digital Voice
CDV Information on the Source

This is what the agent will see if they click details on the contact history after a DNC request is made.

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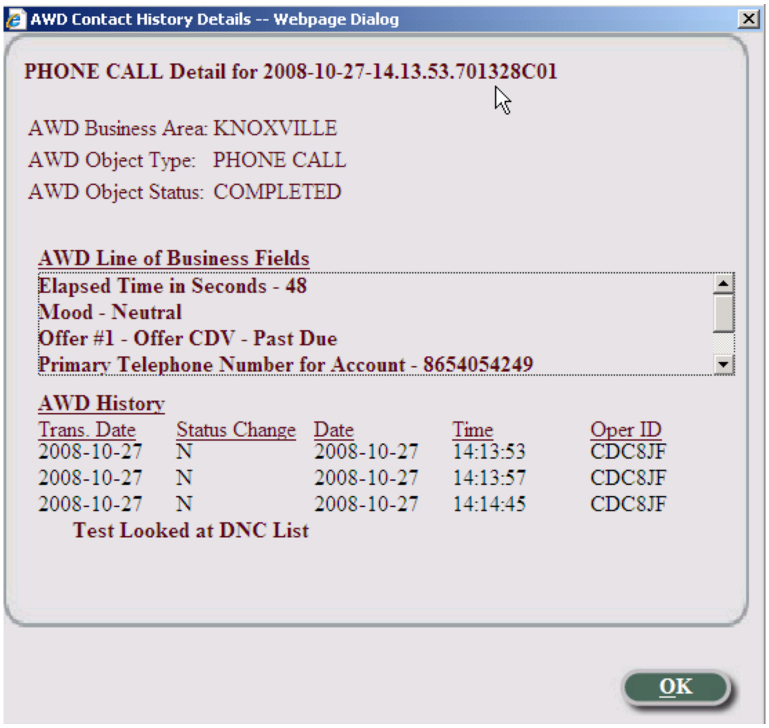

AWD Contact History Details -- Webpage Dialog

PHONE CALL Detail for 2008-10-27-14.13.53.701328C01

AWD Business Area: KNOXVILLE
AWD Object Type: PHONE CALL
AWD Object Status: COMPLETED

AWD Line of Business Fields
Elapsed Time in Seconds - 48
Mood - Neutral
Offer #1 - Offer CDV - Past Due
Primary Telephone Number for Account - 8654054249

AWD History

Trans. Date	Status Change	Date	Time	Oper ID
2008-10-27	N	2008-10-27	14:13:53	CDC8JF
2008-10-27	N	2008-10-27	14:13:57	CDC8JF
2008-10-27	N	2008-10-27	14:14:45	CDC8JF

Test Looked at DNC List

OK

For a DNC request from Non-Subscribers:
When a non-subscriber requests Do Not Call, the process is the same: you must confirm and enter the number in the Do Not Call Manager. There will, of course, be no notes in an account.

X. CSG/ACSR DNC Procedures

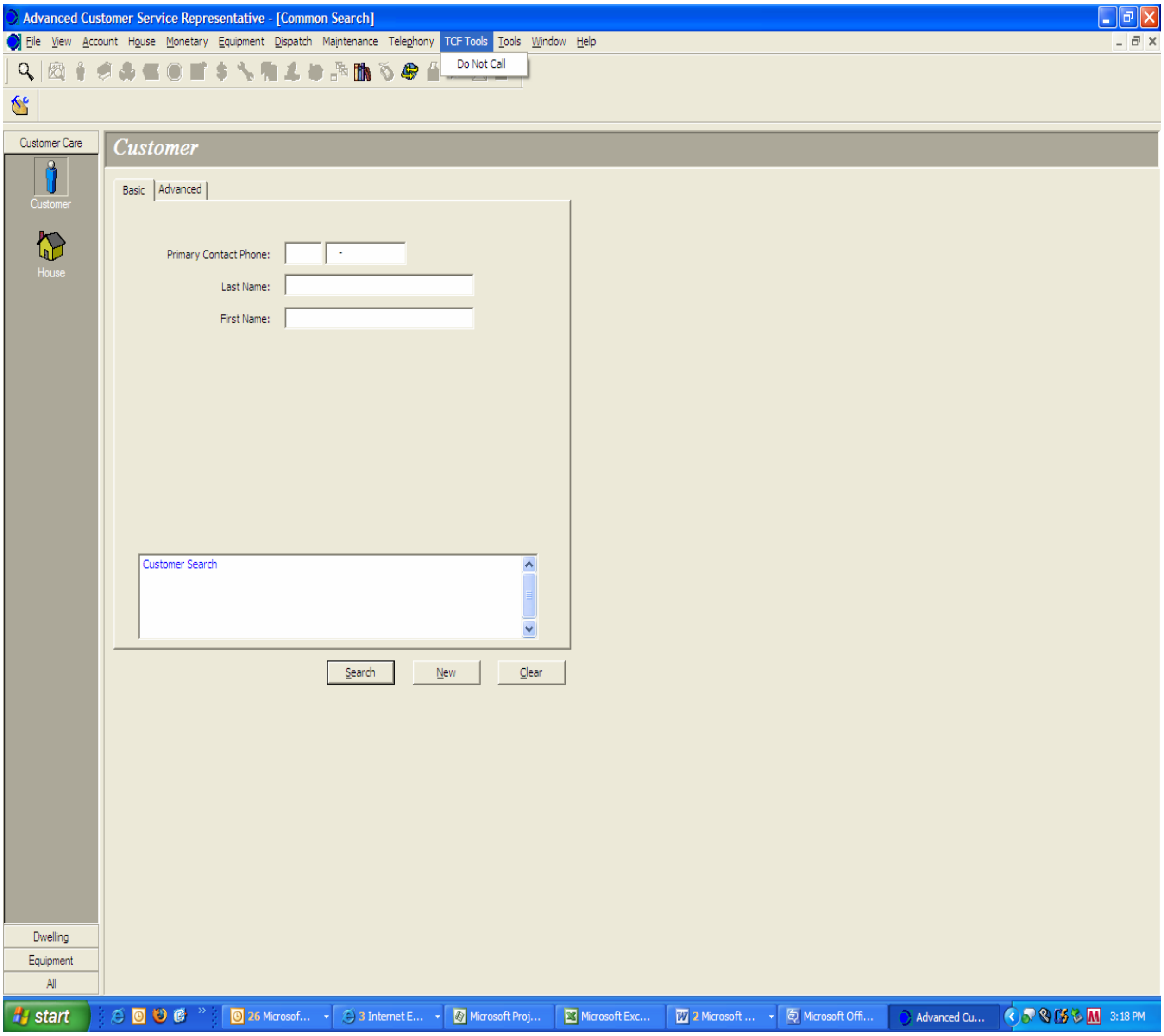
NOTE: No DNC coding can be placed on subscriber accounts for Do Not Call. All requests for DNC from customers and non-subscribers alike will be entered directly into the Comcast DNC List. Privacy codes will change for other types of privacy, such as Do Not Mail. Coding the account will NOT add a customer's phone number to the DNC List – you must use the procedure below. The new privacy codes for CSG will be:

Residential	
Service Description	**Code**
No inserts	OT032
No DirMail	OT033
No e-mail	OT031
Do Not Disclose	OT136
Business Class/Commercial	
Service Description	**Code**
BC No insert	OTC13
BC NoDirMail	OTC14
BC no e-mail	OTC12
BC Do Not Disclose	OTC36

Here is the new procedure for all CSG/ ACSR markets:

To honor a Do Not Call request from a consumer, do not code an account. You must do the following:

1. Assure the consumer that the request will be honored as quickly as possible, but definitely within 30 days. It is possible, but not likely, that the consumer may still be on a calling list and get a call within the next 30 days.
2. Ask for and/or confirm the phone number to be added to the Comcast Do Not Call list.
3. Be sure the consumer understands that Comcast may still call the consumer regarding information on services currently subscribed to, but the consumer will not receive sales calls once the number is on the Comcast DNC List. (See Scripts in Section XI).
4. Click the "Do Not Call List" link from the left navigation bar:
5. Log Into ACSR
6. Search for Customer Account Record
7. Search Header Row of Options and Click Upon "TCF Tools" and then locate the "Do Not Call" link and click upon it


Advanced Customer Service Representative - [Common Search]
File View Account House Monetary Equipment Dispatch Maintenance Telephony TCF Tools Tools Window Help
Do Not Call
Customer Care
Customer
House
Customer
Basic
Advanced
Primary Contact Phone:
Last Name:
First Name:
Customer Search
Search
New
Clear
Dwelling
Equipment
All
start
Advanced Cu...
3:18 PM

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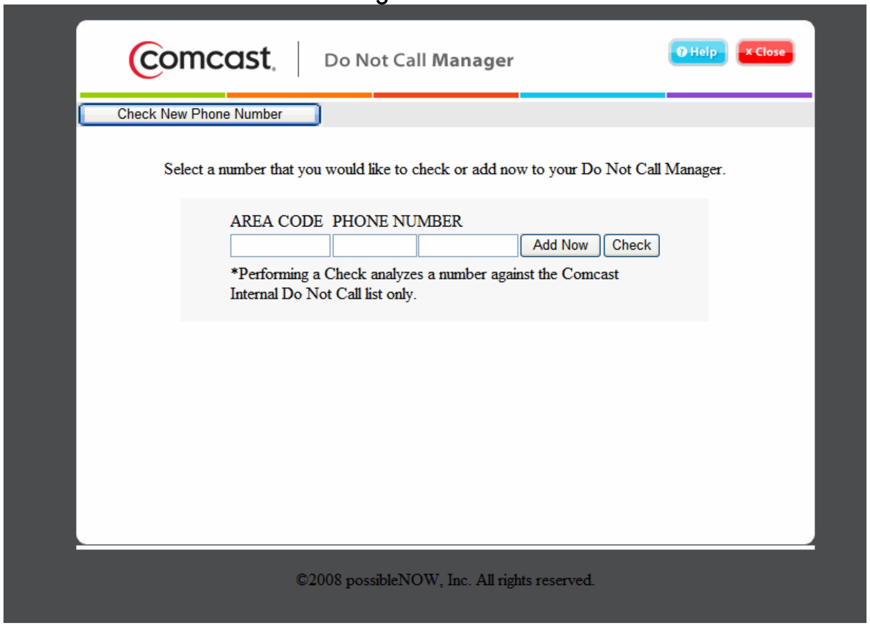
**Once the "Do Not Call" link is clicked upon you will be brought to the Do Not Call Application. Please follow the below directions for entering this information.

Agent Screen


comcast.
Do Not Call Manager
Help
Close
Check New Phone Number
Select a number that you would like to check or add now to your Do Not Call Manager.
AREA CODE PHONE NUMBER
Add Now
Check
*Performing a Check analyzes a number against the Comcast Internal Do Not Call list only.
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TO ADD A PHONE NUMBER TO COMCAST'S DO NOT CALL LIST:

- Enter the 10 digit phone number, including area code. (tabs are not necessary, cursor will automatically move to the next field)
- Click "Add Now"

When the "Add" option is selected, the customer's phone number will be put into a queue to be added to Comcast's Do Not Call list. This function also returns a confirmation message letting the agent know the number has been submitted.

TO CHECK TO SEE IF A PHONE NUMBER HAS BEEN ADDED TO COMCAST'S DO NOT CALL LIST:

1. Enter the 10 digit phone number, including area code. (tabs are not necessary, cursor will automatically move to the next field)
2. Click "Check"

If Customer is already on Comcast's Do Not Call List – "ON" will appear in the second column and the date the number was added will appear in the third column.

Phone Number Check Results			
Phone Number	ON/OFF	DNC Request Date	Add/Update DNC Request
XXX-XXX-XXXX	ON	07/17/2008	Update

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If Customer is not on Comcast's Do Not Call List – "OFF" will appear in the second column and the date the number was added will appear in the third column. Add the customer's phone number by clicking the "Add" button in the last column

Phone Number Check Results			
Phone Number	ON/OFF	DNC Request Date	Add/Update DNC Request
XXX-XXX-XXXX	OFF		Add

TO REMOVE A PHONE NUMBER THAT HAS BEEN ADDED TO COMCAST'S DO NOT CALL LIST IN ERROR (OR AT THE CUSTOMER'S REQUEST):

Send an email to support@possiblenow.com stating that a number has been accidentally loaded OR the customer has requested it to be removed. The PossibleNOW support division will have the number removed within 24 hours. DO NOT SEND AN EMAIL TO POSSIBLENOW TO ADD A NUMBER> FOLLOW THE PROCEDURES HERE.

“Help” instructions are available by clicking the “Help” button in the top-right corner of the screen.

Please note that you will only be able to add a number to or check a number in the Comcast Do Not Call list, and not the federal Do Not Call Registry or a state Do Not Call list. For this, a consumer must contact the appropriate entity.

For a DNC request from Non-Subscribers:
When a non-subscriber requests Do Not Call, the process is the same: you must confirm and enter the number in the Do Not Call Manager. There will, of course, be no notes in an account.

XI. SCRIPTING

The following scripts should be utilized in the noted situations, and can be used for training Comcast representatives and in role-playing. Each scenario provides an opportunity to respond to a request for do not call status from either a customer or non-subscriber.

- Scenario A: **An EXISTING SUBSCRIBER is called in an outbound telemarketing campaign. The subscriber claims she is on the federal DNC List**
- Scenario B: **A NON SUBSCRIBER is called and claims that he is on the federal Do Not Call List**
- Scenario C: **A SUBSCRIBER or NON SUBSCRIBER is called or calls Customer Service and asks to be placed on the Do Not Call List**
- Scenario D**: An EXISTING SUBSCRIBER receives a non-sales call, such as for a post-install survey or for collections. Subscriber objects to the call because he or she is on the Comcast DNC List.**
- Scenario E**: A COMMERCIAL PROSPECT OR SUBSCRIBER is called and states she is on the federal or state Do Not Call list.**
- Scenario F**: Comcast places a sales call to an EXISTING SUBSCRIBER's cell phone, and the customer objects.**

SCENARIO A: **An EXISTING SUBSCRIBER is called in an outbound telemarketing campaign. The subscriber claims she is on the federal DNC List**

:

Customer: "Why are you calling me, I am on the national Do Not Call registry?"

Comcast: "Mrs. Smith, I apologize. Please understand that the law does allow us to call you since you have a current relationship with Comcast, but if you do not wish to receive calls, I can have you placed on our internal Comcast Do Not Call List."

Customer: "yes, please do that"

Comcast: "Sure, I'll be glad to do that. Please confirm the phone number you would like to add to the Comcast DNC list. *(confirm number and code the call as trained for your location).* This number will be added as soon as possible. Please be aware that you still might get another call within the next 30 days. After 30 days, Comcast will not call you with special offers or to tell you about any other new Comcast products that we might launch in the future. Is this OK? Thank you."

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SCENARIO B: A NON SUBSCRIBER is called and claims that he is on the Federal Do Not Call List:

Customer: "Why are you calling me, I am on the Federal Do Not Call List?"

Comcast: "Mrs. Smith, I apologize. Your number must have mistakenly been put on this call list. Comcast does follow strict policies and procedures with regards to Do Not Call lists. I will be sure to place you on our internal Comcast Do Not Call list so that you will not receive calls offering discounted service from Comcast on any products now or in the future. Is that ok?"

Customer: "Yes thanks."

Comcast: "Sure, I'll be glad to do that .Please confirm the phone number you would like to add to the Comcast DNC list. *(confirm number and code the call as trained for your location).* This number will be added as soon as possible. Please be aware that you still might get another call within the next 30 days. After 30 days, Comcast will not call you with special offers or to tell you about any other new Comcast products that we might launch in the future. Is this OK? Thank you."

SCENARIO C: A SUBSCRIBER or NON SUBSCRIBER calls Customer Care and asks to be placed on the Do Not Call List.

Comcast: "Sure, I will do that. Let me verify your phone number. (*Confirm the number, click the link for the Do Not Call Manager on the desktop and enter the number. Confirm that the number has been added to the Comcast DNC List).* This number has been added to the Comcast Do Not Call List. Please be aware that you still might get another call within the next 30 days. After 30 days, Comcast will not call you with special offers or to tell you about any other new Comcast products that we might launch in the future. Plus, please be aware that you might also get phone calls from Comcast from time-to-time regarding the services to which you currently subscribe. These will be informational calls – not sales calls - and are allowed. Thank you."

SCENARIO D: An EXISTING SUBSCRIBER receives a non-sales call, such as for a post-install survey or for collections. Subscriber objects to the call because he or she is on the Comcast DNC List.

Comcast: "I understand your concern about this call. When you are on the Comcast Do Not Call list, Comcast is specifically prohibited from calling you for sales or telemarketing purposes. Please be aware that this call is NOT a sales call, and it concerns only the services to which you currently subscribe. This kind of call to our customers is allowed by law."

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SCENARIO E: A commercial prospect or customer is called and states she is on the federal Do Not Call list.

Comcast: "I understand your phone number may be on the national Do Not Call registry. The registry list was created specifically for residential phone numbers, not businesses. This call is to tell you about our commercial services and is to a number we have identified as a commercial establishment not covered by the national Do Not Call registry. If you would prefer that Comcast no longer calls you, we will honor that request. Let me verify your phone number. (*Confirm the number, click the link for the Do Not Call Manager on the desktop and enter the number. Confirm that the number has been added to the Comcast DNC List).* This number has been added to the Comcast Do Not Call List. Please be aware that you still might get another call within the next 30 days. After 30 days, Comcast will not call you with special offers or to tell you about any other new Comcast products that we might launch in the future. Is this OK? Thank you."

SCENARIO F: Comcast places a sales call to an EXISTING SUBSCRIBER's cell phone, and the customer objects.

Comcast: "I understand your concern about this call. We are calling the phone number you provided to Comcast as the contact number. If you would prefer to change this number in our records, I can do that. *(If customer provides alternate number, take appropriate steps to change customer billing record. If no other number is offered, continue)* Or, I can add this number to the Comcast Do Not Call List. (*If customer requests this, confirm the cell phone number, click the link for the Do Not Call Manager on the desktop and enter the number. Confirm that the number has been added to the Comcast DNC List).* This number has been added to the Comcast Do Not Call List. Please be aware that you still might get another call within the next 30 days. After 30 days, Comcast will not call you with special offers or to tell you about any other new Comcast products that we might launch in the future. Plus, please be aware that you might also get phone calls from Comcast from time-to-time regarding the services to which you currently subscribe. These will be informational calls – not sales calls - and are allowed. Thank you."

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Abandoned Call Recorded Message Script

Below is the approved Comcast Script for use on the recording on outbound abandoned calls. (See Chapter I for more information on abandoned calls). Both internal outbound telemarketing efforts as well as telemarketing vendors should use this script.

Each market must provide a local phone number for this script. This number can connect to either a voice mailbox or a live operator, and the local market must be prepared to respond to all calls to this number.

WE'RE SORRY WE MISSED YOU. THIS IS COMCAST CALLING FOR TELEMARKETING PURPOSES TO TELL YOU ABOUT SOME OF OUR SERVICES. IF YOU HAVE ANY QUESTIONS, PLEASE CALL (locally-provided number). THANKS AND GOOD BYE.

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XII. EMPLOYEES

TRAINING CONFIRMATION

To ensure compliance with Telemarketing laws, all appropriate staff --- new hires as well as longer-term employees --- must be trained on all Do Not Call procedures. Online training - and required tracking - is available through the Learning Management System (LMS) in Comcast University.

You can also track training via a written document. A sample document can be found in this Chapter.

CONSENT TO BE MONITORED

For training and quality assurance, Comcast internal outbound centers often record and/or monitor sales agents while the agents are on the phone. In addition, telemarketing center management may also monitor to ensure that scripting is correct, efficient and producing the results desired for any campaign.

Recording and monitoring will also help to prove compliance with Do Not Call rules. However, before instituting a call monitoring/recording program, each Marketing Management must refer to the state law summary in Section 1 to determine whether consent of both parties (i.e. the customer and the rep) to a phone call is required before monitoring and/or recording may take place. If so, Comcast must provide the customer with a message stating that, "to ensure quality control, this call may be monitored or recorded." and must discontinue such monitoring or recording if customer consent is withheld for any reason.

All employees to be monitored should be made aware of this monitoring and sign an agreement to be monitored. Coordinate to do this with your local Human Resources Manager.

You will find a sample Telephone Monitoring Acknowledgement in this Chapter.

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TRAINING CONFIRMATION

I, ______________________________________, have been trained on all Do Not Call Policies and Procedures for Comcast of (local market).

Signed ____

Date ____

Training Provided By:

Signed ____

Date ____

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Telephone Monitoring Acknowledgement and Agreement

Our goal is to be the best service provider in the communities that we serve. This requires ongoing training and performance monitoring. An important part of our telemarketing program is our telephone monitoring and recording program. Monitoring is a vital part of our policy to assure the highest quality in our interactions with customers and non-customers alike, as well as to ensure that our telemarketing campaigns are successful. The program enables trainers and supervisors to keep close to customer and campaign issues, and to help our representatives be as successful as they can be.

To ensure that we have the highest quality sales and customer service, yet maintain our employees' right to personal privacy, we adopt and maintain the following controls that are consistent with the Employee Handbook:

1. Telemarketing calls with prospects will be monitored and recorded on a random basis, but only on designated business lines. Evaluations of monitored telephone calls will periodically be made by supervisors, trainers or managers, and will be discussed with the monitored telemarketing representative. Recorded calls may be used in training situations with the representative's name deleted from the call.

2. Personal calls may not be made on monitored lines. Specific telephone lines will be designated for personal calls and these lines will not be monitored or recorded.

3. Should a personal conversation occur on a monitored line, the supervisor will stop monitoring the conversation after he or she is able to determine that the call is personal in nature. While the call will not be monitored the supervisor will address this as a performance issue.

I understand and acknowledge that the company may monitor my telephone calls consistent with this document and the Employee Handbook.

______________________________ __________
Employee Date

______________________________ __________
Supervisor Date

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